

DATED26..... DAY OF7-2022.....



**HAIDERY COMPLEX LIMITED
P. O. BOX 11479
DAR ES SALAAM**

and

**BLUEBERRY VOYAGE LIMITED
P. O. BOX 7262
DAR ES SALAAM**

LEASE

of Unit No. S-24(B), Ground Floor, Haidery Complex
Upanga / Kisutu Street
Plot No. 519/14 Block B
House No. 3
Dar-es-Salaam
Tanzania

PARTICULARS

12. INT

26-07-2022

1. DATE OF THIS LEASE
2. LESSOR **HAIDERY COMPLEX LIMITED**
of P. O. Box 11479,
Dar es Salaam, Tanzania.
3. LESSEE **BLUEBERRY VOYAGE LIMITED**
of P. O. Box 7262
Dar es Salaam, Tanzania
4. DEMISED PREMISES ALL THAT Unit No. **S-24(B)** edged red on
the plan annexed hereto on the Ground Floor
of Haidery Plaza, Kisutu Street, Dar es
Salaam.
5. TERM One year from the 15th day of August, 2022
expiring on the 14th day of August, 2023,
together with any extension, continuation or
holding over thereof.
6. RENT United States Dollars ONE THOUSAND
THREE HUNDRED ONLY (US \$ 1,300) plus
VAT per month payable also in Tanzania
Shillings at the exchange rate of the day
commencing from 15th August, 2022 upto
14th August, 2023.
7. RENT COMMENCEMENT DATE 15th August, 2022
8. USER Office
9. THE BUILDING Haidery Plaza, Upanga/Kisutu Street,
Dar-es-Salaam, Tanzania
10. THE LEASE CONSIDERATION The rental service charges and covenants
herein.
11. COMPANY'S FINANCIAL YEAR The 31st day of December in every
Year.

RD KV

12. INTERIM EXPENSE CHARGE Year.
Approximately Tshs. One Thousand One hundred Twenty Five (Tshs. 1125.=) per sq. ft per month effective from date of access to demised premises.
- The reimbursement of electrical / expense charges shall constitute as rent and subject to same law and regulations as applicable to non-payment of rent and/or any part thereof.
13. DEPOSITS The deposit which shall represent 3 months' rent and paid by the Lessee as security for the due performance of the covenants herein, to be paid upon signing hereof and to be retained by the Lessor, as a deposit and used for making good any breach on the part of the Lessee at any time at his discretion. If all the covenants herein abided by the deposit shall be refunded to the Lessee, upon the expiry of the term herein granted in so far as the same is unused for any breach by the Lessee.
14. PAYMENT OF RENT Monthly in advance.
15. SURETY Shall be their person or persons who have appended their signatures hereto on the part of the Lessee and specifically as sureties named thereon.
16. OPTION TO TERMINATE Either party shall have an option to terminate the lease upon a 3 months advance notice in writing whereupon the lease shall determine on terms and conditions as provided for in the lease.

THIS LEASE is made on the date stated in the Particulars between **HAIDERY COMPLEX LIMITED** of P. O. Box 11479, Dar es Salaam, Tanzania, the Lessor (which expression where the context so admits shall include the reversioner for the time being immediately expectant on the term hereby created) of the first part and **BLUEBERRY VOYAGE LIMITED** of P. O. Box 7262, Dar es Salaam, Tanzania, the Lessee (which expression so admits shall include the successors in title and assignees of the Lessee) of the second part.

WITNESSETH as follows:-

1. DEFINITIONS

In this Lease the following expressions (where the context so admits) shall have the following meanings:-

Act - means every Act of the United Republic of Tanzania (whether specifically mentioned herein or not) which may be relevant to the Demised Premises or anything on the Demised Premises or the persons employed or having recourse thereto whether or not in force at the date hereof and shall include any statutory re-enactment or modification thereof and any order, regulation, directive, bylaw, consent, rule or license granted or required thereunder by any public or local authority or by any court of competent jurisdiction.

Building - means the Haidery Complex, Kisutu Street, Dar es Salaam including all additions, alterations and improvements thereto and all plant equipment machinery fixture and fittings and furnishings now or hereafter on or about it.

Certificate - means the Certificate ascertaining and certifying annually the amount of the Expense Charge.

Common Parts - means those parts of the Building which the Lessor has demised to the Lessor.

The Demised Premises - ALL THAT the premises situate at and known as the Floor Office Unit No. **S24(B)** on the Ground Floor of Haidery Complex, Upanga/Kisutu Street, Dar es Salaam, Tanzania contained within the Building as the same is delineated for identification purposes only on the Plan annexed hereto and thereon edged red including:-

(a) The inner surface of and the paint paper and other decorative finishes applied to the exterior of the exterior walls of the premises and the stanchions but not any part of the exterior walls or the stanchions.

(b) The floor finishes so that the lower limit of the Demised Premises includes such finishes but does not extend to anything below.

(c) The paint, paper and other decorative finishes applied to the underside of the portal frame of the Building but not the roof of the Building and no air space above the Building.

(d) The inner half severed medially of the internal walls dividing the premises from the adjoining Units in the Building.

(e) The windows and the window frames.

(f) All additions and improvements to the Demised Premises.

(g) All the Lessor's fixtures and fittings of every kind now in or upon or which shall from time to time be in or upon the Demised Premises (whether originally affixed or fastened to or upon the same or otherwise) except any such fixtures installed by the Lessee and that can be removed from the Demised Premises without defacing the same and

(h) any pipes wires or other conduits that exclusively serve the Demised Premises.

Insured Risk - means loss or damage by fire, lighting, explosion, storm, tempest, floor bursting or overflowing of water tanks apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped there from riot and civil commotion and such other risks as the Lessor may reasonably require (including public liability and third party insurance).

Interim Reimbursement of Expense Charge - means the sum referred to in the Particulars and to be paid on account of the Lessees proportion of the reimbursement of expense charges and such other sum as the Lessor may determine from time to time.

Lessor's Title - means the Certificate of Occupancy granted by the Director of Land Development Expenses to the Lessor and expiring on the 30th June 2078 including all and any documentation verifying the same.

User – General Office or such other use as the Lessor may approve (such approval not to be unreasonably withheld or delayed) so long as the same is in keeping with the standards required of high class Office Centre.

2. INTERPRETATION

2.1 The details and descriptions appearing in the Particulars shall be included and form part of this Lease.

2.2 Word importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender including the feminine and neuter and vice versa.

2.4 Where there are more than one person included in the expression "the Lessee" the covenants by them shall be joint and several.

2.5 Where any act is prohibited the Lessee shall not only observe such restriction but shall not suffer such act to be done.

2.6 Where the Lessor or any other person exercising any right of entry to the Demised Premises under this Lease unless specifically provided herein to the contrary such

person exercising such right will make good any damage caused to the Demised Premises by such entry but neither the Lessor or such person shall be liable for compensation.

2.7 The marginal notes hereto are inserted for convenience of reference only and shall not in any manner affect the construction, meaning or effect of anything herein contained or govern the rights or liabilities of the parties hereto.

3. CONSIDERATION

In consideration of the Lease Consideration the Lessee's covenants hereinafter reserved and contained the Lessor hereby demises onto the Lessee ALL THAT the Demised Premises and the Landlord's fixtures and fittings and appurtenances thereto belonging together with so far as the Lessor has title to grant the same.

(a) The right in common with all persons entitled thereto to use all the Common Parts of the Building for access to and from the Demised Premises.

(b) The free and uninterrupted passage of expenses and facilities to the pipes, wires and conducting media now serving the Demised Premises.

(c) The support from and protection by the remainder of the Building.

(d) The right to build on or enter any perimeter wall of the Demised Premises after giving requisite notice to enter the Demised Premises to place and lay in under or upon the same such footings for any intended wall or structure within the foundations thereof as the Lessor shall think proper and for such purpose to excavate the Demised Premises and also to erect and use scaffolding upon the Demised Premises for such purposes.

PROVIDED ALWAYS THAT THE LESSEE MAY NOT EXERCISE any of the above rights if it is not a herein shareholder of the Company same as the tenant of the Lessor.

EXCEPT AND RESERVED

(a) the free passage and running of water, soil, steam, gas and electricity through the sewers, drains, pipes and wires through over or under the Demised Premises TOGETHER with the right to enter upon the Demised Premises (or in the Lessee's absence to break and enter) for the purpose of cleansing, maintaining and repairing the same.

(b) all other rights and easements or quasi-easements heretofore enjoyed by any adjoining or neighbouring property over or in respect of the Demised Premises and

(c) all rights of light and air or other rights or easements or quasi-easements which would restrict or interfere with the free user and development of any building upon any adjoining land.

TO HOLD the Demised Premises unto the Lessee from the date hereof for the Term subject to all rights, easements, privileges, restrictions and stipulations of whatever nature affecting the Demised Premises YIELDING AND PAYING

(i) yearly and proportionately for any fraction of a year from and including the Rent Commencement Date and

(ii) from and including the Rent Commencement Date the Lessee's proportion of the Expense Charge is hereby reserved as rent.

AND the said rents shall in all cases be paid by equal payments in advance on the usual days when the rent is payable, in every year without any deductions whatsoever (except income tax authorised by any statute to be deducted in respect of the Demised Premises).

4. THE Lessee HEREBY COVENANTS with the Lessor as follows:-

To Pay Rent

(1) To pay during the said term the said reserved rents at the times and in manner aforesaid without any set-off or deduction AND to pay to the Lessor interest on overdue rent (which expression shall mean rent due but unpaid for a period of more than fourteen days after the due dates of payments) at the rate of Four per centum (4%) per annum over base lending rate for the time being of Standard Chartered Bank such interest to run from day to day until payments and to accrue after as well as before judgement AND further to pay all legal costs and disbursements and bailiffs commission incurred by the Lessor on the Lessee's goods for the recovery of overdue rent which shall also be recoverable as rent.

To Pay Outgoing

(2) To defray (or the absence of direct assessment on the Demised Premises to repay to the Lessor a fair proportion as determined by the Lessor's Surveyor) of all existing and future rates assessments charges impositions and outgoings of every kind and description payable by law in respect of the Demised Premises or any part thereof by the owner Lessor, Lessee or occupier thereof.

Electricity, Telephone etc.

(3) To pay to the suppliers thereof all charges for electricity, telephone and water (including meter rents and standing charges) consumed in the Demised Premises during the Term, within 7 days of the demand in so far as they are not included in the Expense Charge.

Repair

(4) At all times to keep the whole of the Demised Premises and the appurtenances thereof in good and substantial repair and condition throughout the Term (damage by fire and such other risks against which the Lessor shall be irrecoverable in whole or in part in consequence of any act or default of the Lessee only) and to renew and rebuild the same and all parts thereof as and when necessary and whether any defect be latent or inherent or otherwise and to renew and replace from time to time all Landlords fixtures and fittings and appurtenances in the Demised Premises which may be or become beyond repair at any time during or at the expiration or sooner determination

of the Term AND without prejudice to the generality of the foregoing covenants to clean all plate glass and other windows in the Demised Premises at least once in every month.

To Paint (internally)

(5) In every third year of the said term (or statutory continuation thereof) and in any event the period of six months immediately preceding the determination of the term (however and whatsoever determined) to paint in a proper and workmanlike manner) the inside wood, iron and other parts heretofore or usually painted of the Demised Premises with at least two coats of good quality paint and so that such internal painting in the last year of the Term shall be of a tint or colour approved in writing by the Lessor AND also with every such internal painting to wash, stop, whiten, distemper, grain, varnish, colour, paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the demised premises that have been or ought properly to be so treated and so that in the last year of the Term the tints, colours and patterns of all such work internal decoration shall be approved by the Lessor in writing.

No Alterations

(6) (a) Not to make or cause or permit or suffer to be made or cause any alteration addition or aperture to or in the structure of the Demised Premises or the appurtenances or fixture and fittings thereof nor any damage, injury, waste, spoil or destruction thereto or any part thereof or any overloading of any floor or ceiling thereof nor the erection of any new building or wall structure thereon nor the emission into the sewers or drains thereof of any noxious effluent or other substance.

(b) Without prejudice to the foregoing provisions of this clause not without the Lessor's written consent and subject to the Lessor's approval of plans and specifications previously submitted to the Lessor and to perform the work to the Lessor's entire satisfaction to make or permit or suffer to be made any internal alteration or internal addition in or to the Demised Premises.

(c) To report in writing to the Lessor without delay any wants of reparation of the structure or any external part of the Demised Premises.

Acts of Parliament

(7) At all times during the Term to do and exclude or cause to be done and executed all such works and to do all such things as under or by virtue of any Acts and all legislation relating to health, sanitation, nuisance, fire precautions, safety, drainage, welfare, employment or housing and all bye-laws, rules, regulations thereunder are or shall be directed or necessary to be done or executed upon or in respect of the Demised Premises or any part thereof or in respect of the Lessee's user thereof by the Lessee, tenant or occupier thereof and at all times to indemnify and keep indemnified the Lessor and the Lessor's estate and effects against all claims, demands expenses (including solicitors costs and Surveyors fees) and liability in respect thereof AND to refund to the Lessor all costs, charges and expenses incurred by the Lessor in executing all such works as aforesaid or for carrying out any works or remedying any matter in connection with the Demised Premises in obedience to a notice served by any local public authority.

Payment of Expense Charge and Interim Expense Charge

(8)(i) To pay to the Lessor the Interim Expense Charge.

(ii) To pay to the Lessor the Lessee's Proportion of the Expense Charge within 7 days of the demand and in accordance with the following provisions.

(a) The Lessor shall have full authority and right to curtail and/or dispense with the expenses to include power and/or water supply in event of the expense charge and/or the electricity/water/telephone charges remaining unpaid after 7 days from the first demand of such charges.

(b) The Certificate shall be signed by either the Lessor's surveyor, auditor or accountant as soon as practical after the end of the Lessor's Financial Year.

(c) A copy of the Certificate for each Lessor's Financial Year shall be supplied by the Lessor to the Lessee on written request and without additional charge to the Lessee.

(d) The Certificate shall contain a fair summary of the Lessor's expenses for the Lessor's Financial Year to which it relates and Certificate or a copy thereof shall be conclusive evidence for the purposes hereof of the matters which it purpose to certify.

(e) The Expense Charge shall be deemed to include not only costs, expenses, outgoings and other expenditure referred to in the Schedule hereto which have been actually disbursed, incurred or made by the Lessor's company during the Year in question but also such reasonable part of all such items which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed, incurred or made (prior to commencement of the Term or otherwise and including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof) as the Lessor's Company may in its absolute discretion allocate to the year in question as being fair and reasonable in the circumstances.

(f) As soon as practical or after the end of each Lessor's Financial Year, the Lessor shall furnish to the Lessor an account or invoice for the Lessee's Proportion payable by the Lessee for that year, due credit being given therein for the Interim Expense Charge paid by the Lessee in respect of the said year and upon furnishing of such account there shall be paid by the Lessee to the Lessor the Lessee's Proportion of any balance or there shall be allowed by the Lessor to the Lessee (by way of set off against future Interim Expense Charge payments) any amount which may have been overpaid by the Lessee as the case may require.

Entry for Works

(9) (a) To permit the Lessor and its agents, workmen and others appointed by them at all reasonable times during the Term (but upon previous written notice save in cases of emergency) to enter into and upon the Demised Premises and to execute any works of construction, maintenance, repair, renewal, rebuilding, cleaning, alternation or other works of or to any adjacent premises or things AND so far as any defects remedied or works done by the Lessor may be included in the Lessee's covenants to repair hereinbefore contained, then the costs hereof shall be a debt due from the Lessee to the Lessor and be forthwith recoverable on demand as rent, subject to the person exercising such rights making good any damage caused to the Demised Premises.

No breach of Quiet Enjoyment

(b) Not to claim or allege that the performance in a reasonable manner of any temporary works to or affecting the Demised Premises of any kind authorised or contemplated by the foregoing sub-clause or pursuant to such (if any) other covenant on the part of the Lessor expressed or implied herein constitutes a breach of the Lessor's covenant hereinafter contained to give quiet enjoyment of the Demised Premises.

Entry to View

(10) To permit the Lessor and his respective agents, surveyors and others at all reasonable times (upon previous written notice except in the case of emergency) (a) to enter upon and view the state and condition of the Demised Premises or the actual user thereof and within three months (or sooner or immediately in case of urgency) after the Lessor or the Lessor's agent or surveyor shall have given to the Lessee or left on the Demised Premises a notice in writing of any defects, decays or wants of reparation found thereupon in accordance with the covenants hereinbefore contained well and substantially to repair and make good the same (b) to estimate the current value of the Demised Premises for insurance purposes (c) to take schedules or inventories of fixtures and things to be yielded up at the expiration of the Term howsoever determined (d) in connection with the sale of the Lessor's reversion to view the Demised Premises without interruption.

Combustible

(11) Not to store or bring upon the Demised Premises any articles of a specially combustible, inflammable or dangerous nature and not to do or to permit or suffer anything inflammable or of a dangerous nature and not to do or to permit or suffer anything by reason whereof any insurance effected on the Demised premises may be rendered void or voidable or whereby the rate of Premium thereon may be increased and to comply with all requirements and recommendations of the insurers as to fire precautions and otherwise relating to the Demised premises and in particular (but without prejudice to the generality of the foregoing) not to overload the electricity wiring or apparatus nor to install any new points without the Lessor's written consent.

Nuisance and Annoyance

(12) Not to do or permit or suffer and effectually to prevent on from or anywhere near to the Demised premises or any part thereof any act matter or thing whatsoever which may be or tend to be the nuisance, annoyance, damage or disturbance to the Lessor or the tenants Lessees or occupiers of any adjoining or neighbouring property.

Illegal Purpose Permitted Use

(13) Not to use or permit or suffer the Demised Premises or any part thereof to be used for any illegal or immoral purpose.

(14) (a) To use and occupy the Demised Premises solely and exclusively as and for the permitted User.

(b) Not to use or permit or suffer the Demised Premises or any part thereof to be used or occupied otherwise than solely and exclusively for the User and to keep the Demised Premises open during the normal business hours for the locality in which the Demised Premises are situate.

Signs

(15) (a) Not to affix, erect, attach or exhibit or permit or suffer so to be upon any part of the exterior of the Demised Premises or to or through any window thereof, any placard, poster, notice, advertisement, name or sign whatsoever except (if the Demised Premises have been let or let for a permitted trade business or professional user but not otherwise) the name of the Lessee and the nature of the trade business or profession carried on thereon by the Lessee which may be displayed only in such manner and in such form and character as shall be approved by the Lessor.

Removal of Signs

(16) (b) That if anything shall be put affixed or exhibited upon or in the Demised Premises in breach of the foregoing covenants in this clause and shall not be removed by the Lessee within twenty one days after being reasonably requested to do so by written notice from the Lessor then in addition to any other remedy of the Lessor it shall be lawful for the Lessor to enter the Demised Premises and to remove and destroy any sign or other article affixed or exhibited in breach of the foregoing covenants and the cost of such removal and destruction shall be a debt due from the Lessee to the Lessor payable on demand as rent.

Assignment of Part

(17) Not to assign, charge, demise, underlet or otherwise part with or divide possession of any part of the Demised Premises (here meaning a portion only and not the whole thereof) or to share or license the occupation of the whole or any part thereof for all or any part of the Term with or to anyone whomsoever.

Assignment of Whole or Part

(18) (a) Not to assign, demise, underlet or otherwise part with or divide possession of the whole of the Demised Premises for the whole or any part of the Term without first having obtained immediately prior thereto the License in writing of the Lessor (which license shall not be unreasonably withheld or delayed) PROVIDED THAT it shall be lawful for the Lessor to withhold any such license as aforesaid FIRSTLY unless before any such assignment or underlease shall be executed or possession shall be given to the intended assignee or under lessee, the Lessee shall procure the execution of and deliver to the Lessor a Deed to be prepared by the Solicitors of the Lessor at the cost of the Lessee containing a covenant by the intended assignee or underlessee containing a covenant by the intended assignee or underlessee directly with the Lessor to perform and observe during the term assigned or granted to the assignee or underlessee the covenants (including this present covenant) by the Lessee and conditions contained in this Lease (and in the case of an assignment to pay the rents hereby reserved) in the same manner as if such covenants and conditions were repeated in extensor in such Deed with the substitution of the name of the intended assignee or underlessee for the name of the Lessee and with such

other alterations as the deaths of parties or as other circumstances shall render necessary and SECONDLY if the intended assignee or underlessee is a company or corporation or other body whose registered office or principal place of business as at the relevant time not in the United Republic of Tanzania then the provisions in sub-clause (b) hereof as they apply to a limited liability company shall also be applicable hereto and THIRDLY in the event that the proposed assignee or underlessee in not of satisfactory standing.

Assignment to Company

(b) PROVIDED FURTHER that if such intended assignee as aforesaid shall be a limited liability company then upon the Lessor's demand in that behalf at least two (or more if the Lessor so reasonably requires) of its directors of satisfactory standing shall join in such license as sureties for such company in order jointly and severally to covenant with the Lessor as sureties that such company will pay the said rents and perform and observe the said covenants and to indemnify and save harmless the Lessor against all loss damages costs and expenses arising by the reason of any default by the company.

AND such covenant shall further provide in the usual form that any neglect of forbearance of the Lessor shall further provide that in the event of the disclaimer of these presents by the company or any person acting on its behalf or in the event of the forfeiture of this Lease under the proviso for re-entry hereinafter contained the said sureties shall accept a new lease of the Demised Premises if so required by the Lessor within three months of such disclaimer or forfeiture such new lease to be for the residue then unexpired of the Term and at the rents payable and subject to the same Lessee's covenants and to the same provisos and conditions as those in force immediately before such disclaimer and to be granted at the cost of the sureties in exchange for a counterpart duly executed by the sureties.

Covenants in Underleases

(c) Without prejudice to any other covenant on the part of the Lease in the Clause (or to any proviso thereto) on the grant by the Lessee of any permitted Underlease of part of the Demised Premises therein and at all times thereafter to enforce performance and observance of covenants on the part of the underlessee as follows:-

(i) an absolute covenant not to assign, demise, underlet or otherwise part with possession of any part of the sub-Demised Premises (here meaning a portion only and not the whole thereof) or to share or license the occupation of the whole or any part thereof for all or any part of the sub-term with or to anyone whomsoever.

(ii) a qualified covenant not to assign, demise, underlet or otherwise part with possession of the whole of the sub-Demised Premises without license in writing of the Lessor (the grant of which shall be subject to the same provisos as hereinbefore set forth in this clause).

(iii) a covenant that the underlessee will cause to be inserted in every sub-underlease whether immediate or derivative covenants on the part of the relevant sub-underlessee corresponding to the covenants numbered (i) and (ii) above and that the underlessee will at all times thereafter enforce the same.

Condition of Underletting

(d) Notwithstanding anything herein contained the Lessee shall not create or permit the creation of any letting or other interest derived out of the Term hereby granted howsoever remote or inferior at a rent less than the full market rent of the Demised Premises exclusive of all outgoings and of the cost of expenses (if any) such full market rent to be subject to review and increase (but not decrease) and shall not create or permit the creation of any such derivative interest as aforesaid save by instrument in writing containing such absolute prohibition as aforesaid on the part of the underlessee and those that may derive title under such underlessee and so that such underlessee is not granted for a fine or a premium.

Statement of Lettings

(e) To provide the Lessor on request from time to time with a statement in writing containing details of all occupants of the Demised Premises such statement to contain notes of the portions of the Demised Premises (if not the whole thereof) occupied by the said occupants and in any case full information so far as known to the Lessee of their entitlement to occupy the same.

(f) Of any authorised assignment of the Demised Premises the Lessee shall simultaneously transfer all shares that the Lessee has in the Lessor to the assignee.

Lessor's Costs

(19)(a) To pay and indemnify the Lessor against all expenses including lawyers costs and surveyors fees incurred by the Lessor incidental to the preparation and expense of any notice incurred by the Lessor in or in contemplation of forfeiture in proceedings (notwithstanding in any such case forfeiture is avoid otherwise than by relief granted by the Court) or for and injunction or for the recovery of arrears of rent due and unpaid hereunder.

Terminal Schedule - Costs

(b) To pay, indemnify the Lessor against all expenses including lawyers costs and surveyors fees incurred by the Lessor of and incidental to the expense of all notices and schedules and proceedings consequent thereon relating to wants of repair to the Demised Premises whether the same be served during or after the determination of the Term (but relating in all cases only to such wants of that accrued not later than the determination of the Term).

Compensation Until Demised Premises Re-let After Forfeiture

(c) In the event of forfeiture of the Term pursuant to the proviso for re-entry hereinafter contained to pay to the Lessor by way of compensation (without prejudice to any other claim of the Lessor in respect of rent accrued and unpaid (including Expense Charges) or for damages for any antecedent breach of covenant) a sum of money calculated at the same rate as the Rent hereby reserved and payable at the relevant time apportioned on a daily basis in respect of the period from the date of re-entry until the Demised Premises shall be or might reasonably have been re-let by the Lessor to a new tenant.

Interest on Expenses

(d) In the event of the commission by the Lessee of any breach of any covenant contained herein (whether for the payment of rent or otherwise whatsoever) then if the Lessor shall thereby incur any costs, charges or expenses (including legal costs and disbursements or surveyors fees or bailiffs fees or commission) the Lessee shall indemnify the Lessor in respect thereof, together with interest thereon at the rate of four per centum per annum over base lending rate for the time being of Standard Chartered Bank such interest to run from day to day until payment and to accrue after as well as before judgement.

(e) If any rent due hereunder shall be in arrears (whether formally demanded or not) for more than 7 days beyond the days appointed for payment shall be paid only after the Lessor or the Lessor's lawyers have instructed or caused distress to be levied therefore then the Tenant shall pay to the Lessor on demand the Lessors lawyers cost incurred by reason of the foregoing including but without prejudice to the foregoing, bailiffs commission.

Planning

(20) (a) At all times during the said term to comply in all respects with the provisions and requirements of all Planning legislation and all regulations or orders made thereunder whether as to the permitted user hereunder or otherwise and to indemnify (as well after the determination of the Term as during its continuance) and keep the Lessor indemnified against all liability whatsoever including costs and expenses in respect of any contravention thereof AND forthwith to produce to the Lessor on receipt of notice thereof any notice order or proposal therefore made given or issued to the Lessee by a planning authority under or by virtue of any such Act affecting or relating to the Demised Premises and at the request and cost of the Lessor to make or join with the Lessor in making every such objection or representation against the same that the Lessor shall deem expedient.

(b) Not at any time during the Term, to apply for or permit or suffer to be made any application for planning permission to carry out any development thereunder without the previous consent in writing of the Lessor (which shall not be unreasonably withheld by the Lessor if such application is at the Lessor's request limited to a planning permission intended to expire and cease on a date not later than the date of expiration of the Term and if the development in respect of which permission is sought would not in the Lessor's unfettered opinion constitute or involve or be likely to lead to a breach of any of the covenants on the part of the Lessee or the conditions herein contained) and to produce to the Lessor every such permission within seven days of the grant thereof and to indemnify (as well after the determination of the term as during its continuance) and to keep the Lessor indemnified against all liability whatsoever including costs and expenses in respect of every breach of this sub-clause including (without prejudice to the generality of the foregoing) every breach of condition contained in any such permission as aforesaid.

Damage

(21) To be responsible for and to indemnify the Lessor against:-

(i) all damage and injury occasioned to the Demised premises or any other part of the Building or any adjacent premises or things or to the Lessee or any person caused by or arising in consequence of any breach or non-observance of any of the Lessee's covenants herein contained by any act, default or negligence of the Lessee or any underlessee, servant, agent, licensee or invitee of the Lessee; and

(ii) all professional costs and fees and monies due to a builder and other expenses incurred by the Lessor consequential upon any such damage and injury as aforesaid.

Encroachment

(22) (a) Not to permit or suffer to be made any encroachment, nor to permit or suffer to be acquired any easement on or over the Demised Premises or any part thereof and at the request of the Lessor to take all steps to prevent, obstruct, restrain or prohibit any such encroachment or easement or attempt or threat thereof coming to the knowledge of the Lessee forthwith to give notice in writing thereof to the Lessor and to keep the Lessor fully informed in regard to all matters mentioned in this sub-clause.

(b) To take all steps to prevent every easement or right at any time during the Term belonging to or used with the Demised Premises from being obstructed or lost and in particular not to stop up, darken or obstruct any door, window or opening thereof.

Re-Letting

(23) To permit the Lessor during the period of six months immediately preceding the determination of the Term (or at any time after the rent hereby reserved or any part thereof shall be in arrears and unpaid for upwards of three calendar months) to affix and retain without interference upon any part of the Demised Premises (but not so as to interfere with the light or air to the Demised Premises) a notice for reletting the same and all times during the Term of permit the Lessor to affix and retain as aforesaid a notice for sale of their respective reversionary interests and during such period and times as aforesaid to permit any person with written authority (and by prior appointment) of the Lessor or their respective agents at reasonable times of the day to view the Demised Premises.

Registration

(24) Within one month after any assignment, underlease, mortgage, charge, transfer, disposition or devolution of the Demised Premises (or any part thereof) whether the same be effected orally or in writing to give notice thereof in duplicate to the Lessor's lawyers and to deliver to them for retention a duly certified true and complete photocopy of the instrument or instruments (including any relevant Probate Letters of Administration or Assent) or if the same be made orally a duly certified Memorandum of the true and complete terms of such transaction as aforesaid AND to pay to the said Lawyers a reasonable fee for the registration of such transaction in the Lessor's books or records.

Yield Up

(25) To yield up the Demised Premises with the fixtures and fittings and additions thereto at the determination of the Term in good and substantial repair and condition (landlord's fixtures, fitting and appurtenances being duly renewed and replaced) in accordance with the several covenants hereinbefore contained (but the Lessee may shall if so required by the Lessor remove at such time tenants fixtures the Lessee making good all damage thereby occasioned) and with vacant possession and to deliver up all keys of the entirety of the Demised Premises.

Costs of Application

(26) To pay to the Lessor all Lawyers costs and surveyors fees incurred by the Lessor attendant upon or incidental to every application made by the Lessee for a consent or License hereinbefore required or made necessary whether the same be granted or refused or proffered subject to any lawful qualification or condition or whether the application be withdrawn.

(27) To forthwith insure and keep insured all the plate glass within the Demised Premises against the usual risks in the joint names of the Lessor and the Lessee and to pay all premiums in respect thereof within 7 days of the same becoming due and whenever required by the Lessor to produce the said policy of insurance and in the case of damage or destruction to forthwith expend all monies received by virtue of such in repairing/reinstating the same making up any deficiency out of the Lessee's own money.

The Lessor HEREBY COVENANTS with the Lessee to the intent that the obligations may continue throughout the Term.

Quiet Enjoyment

(1) That the Lessee paying the rents hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Lessee contained shall peaceably hold and enjoy the Demised Premises throughout the Term without any interruption by the Lessor.

(2) To pay the rents reserved by the Right of Occupancy under which the Lessor holds the Demised Premises and to observe and perform the covenants and conditions therein contained but only in so far as the Commissioner for Lands shall require the same to be observed and performed and except in so far as the said covenants and conditions failed to be observed and performed by the Lessee hereunder.

(3) To enter into similar leases as this Lease for the remainder of the Building (except for those premises let on short term leases) and at the request and cost of the Lessee, for which adequate security shall be given, to take all steps necessary to enforce the covenants on the part of the other Lessees contained in the leases of other parts of the Building.

6. Lessor hereby covenants with the Lessor and with the Lessee PROVIDED the Lessee is a share holder in the Lessor's Company to the intent that the obligations may continue throughout the Term and subject to the Lessee punctually effecting

payment of the Interim Expense Charge and the Lessee's Proportion of the Expense Charge as follows:-

1. To insure and keep insured the Demised Premises and Landlord's fixtures therein (except plate and window glass) against loss or damage by fire and such other risks as the Lessor shall deem desirable or expedient in some insurance office or with underwriters of repute and in case of destruction of or damage to the Demised Premises or any part thereof from any cause covered by such insurance as to make the same unfit for habitation and to lay out all monies received in respect of such insurance (other than monies received for loss of rent and architects, surveyors engineers and legal fees and for the demolition and clearance expenses) in rebuilding and reinstating the same as soon as reasonably practicable.

2. To use its best endeavours in accordance with the principles of good estate management and (so far as the Lessor considers necessary) to provide or make available the expenses specified in the Schedule hereto provided that in performing its obligations hereunder the Lessor shall be entitled in its discretion to employ agents, contractors or such other persons as the Lessor may from time to time think fit and also provided the Lessor shall not be liable for or responsible for any interruption or inconvenience or injury to personal property occasioned to the Lessee or the Lessee's invitees, licensees or agents arising from the performance or for any temporary omission to provide the same or make the same available by reason of any cause or circumstance not within the Lessor's control.

3. The Lessor as soon as may be practicable after the Lessor's Financial Year submit to the Lessor and the tenants of the Building a statement duly certified (if so requested by the Lessor) by the Lessor's accountant or surveyor giving a proper summary of the expense charge incurred for the expense charge period just ended.

7. (1) If and whenever during the said term the said rents Proviso hereby reserved or made payable or any of them or any part thereof shall be in arrears and unpaid for twenty eight days next after becoming payable (whether formally demanded or not) or if and whenever there shall be any breach or non-performance of non-observance of any of the covenants on the part of the Lessor herein contained or contained in any document supplemental to this Lease it shall be lawful for the Lessor at any time thereafter and notwithstanding the waiver of any part previous right of re-entry into and upon the Demised Premises or any part thereof in the name of the whole to re-enter and thereupon the Term shall absolutely cease and to determine but without prejudice to any rights or remedies which may then have accrued to either party against the other in respect of any antecedent breach of any of the covenants herein contained.

Suspension of Rent

(2) In case the Demised Premises of any part thereof shall at any time during the Term be so damaged or destroyed by fire or other risk against which the Lessor shall have insured as to be unfit for occupation and use then (unless the insurance money shall be wholly or partially irrecoverable by reason solely or in part of any act or default of the Lessee) the Rent and Reimbursement of Expense Charges (other than insurance rent) hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained and to the amount of the insurance money or allowance hereinafter mentioned shall be suspended either for the period until the

Demised Premises shall again be rendered fit for occupation and use or until the expiration of such period from the date of the damage or destruction as the Lessor shall receive insurance money equivalent to the rent hereby reserved and payable at the relevant time but for the foregoing provisions (whichever of the said periods shall be shorter) And any dispute with reference to this proviso shall be referred to arbitration as hereinafter provided.

Accident

(3) The Lessor shall not be responsible to the Lessee or any underlessee servant agent licensee or invitee of the Lessee or other person occupying the Demised Premises or any part thereof or calling upon the Lessee for any accident causing injury to be suffered or damage caused to the Demised Premises or to the loss of any chattel or property in or from the Demised Premises or the Building.

(4) The words "assign" and "assignment" wherever they appear in sub-clause (17) and (18) of Clause 4 of this Lease shall include in the case of a limited liability company as the intended assignor the transfer of the whole or the majority of the issued shares of such company to an intended assignee or to the nominee of an intended assignee.

Division Walls

(5) Such of the division walls fences or structures (including floors and ceilings as divide the Demised Premises from other premises of the Lessor shall be deemed to be party structures and belong in equal moieties (considered as divided vertically or horizontally as the case may require down or along the middle throughout the whole length) to the property on either side thereof.

Expense of Notice

(6) All notices required to be given pursuant to this Lease shall be in writing and shall be sent by first class registered post or fax to or left at the address for the time being of the addressee and shall be deemed served five working days after posting or in the case of facsimile transmissions immediately upon and transmission and 'notify' shall be construed accordingly.

(7) Nothing contained in any clause or sub-clause of this Lease shall operate or be construed as to enlarge or vary or relax the provisions of any other clause or sub-clause thereof.

No Warranty As To User

(8) Nothing herein contained or implied shall be construed as to be taken to be a covenant warranty or representation by the Lessor that the Demised Premises may be used for any particular purpose.

Rebuilding After Fire

(9) In any rebuilding or reinstatement of the Demised Premises following damage or destruction by fire or other insured risk the Lessor shall not be obliged to lay out insurance monies in rebuilding or reinstatement in accordance with the previous sections, elevations and specifications of Demised Premises or the Building but it shall be sufficient if the Demised Premises are restored so as to provide the Lessee

with accommodation reasonably equivalent to the Demised Premises and thereafter all the covenants and conditions of this lease shall apply to such accommodation mutatis mutandis as they applied to the Demised Premises.

Frustration of Rebuilding After Fire

(10) If the rebuilding or reinstatement of the Demised Premises or any part thereof following damage or destruction by fire or other insured risk shall be frustrated then the Lessor shall be relieved and exonerated from the covenant hereinbefore contained on the part of the Lessor or rebuild and reinstate the Demised Premises shall be paid to the Lessee without any deductions. In the event that the parties are unable to agree such value shall be determined by arbitration as hereinafter provided.

Restriction Of Effect Of Waiver

(11) Notwithstanding the demand acceptance by the Lessor or any agent of the Lessor of the RENT OR OTHER MONIES RESERVED or made payable hereunder with knowledge of a breach of any of the covenant on the part of the Lessee herein contained the Lessor's right to forfeit this Lease on the ground of such breach shall remain in force and the Lessee shall not in any proceedings for forfeiture be entitled to rely upon any such acceptance or demand as aforesaid as defense PROVIDED THAT this provision shall have effect in relation only to a demand for or acceptance of rent or other monies as aforesaid made during such period (if any) as may in all the circumstances be reasonable to enable the Lessor to conduct any negotiations (whether or not the same be preceded or accompanied or followed by a forfeiture notice) with the Lessee for remedying the breach after the Lessor had become aware thereof.

No Liability On Former Lessor

(12) The person (in this sub-clause called "the Reversioner" which expression shall be deemed to include a company or corporation) who is entitled at any time to the reversion immediately expectant on the determination the Term of years granted by this Lease shall not be liable personally in damages for any breach or non-observance of covenant on the part of the Lessor hereinbefore committed or permitted during any period before the reversioner has acquired or after he shall have parted with all his interest in the said reversion.

(13) If any surety for the time being under this Lease being a limited company shall enter into liquidation or shall be wound up in either case whether compulsory or voluntarily (except for a reconstruction or amalgamation on terms previously approved by the Lessor) or if such surety or any of the them (not being a corporation) shall die or become bankrupt or make any arrangement with its creditors for the liquidation of its debt by composition or otherwise, the Lessee shall forthwith on such event notify the Landlord of the same and shall within one month of the occurrence of such event procure that an acceptable guarantor shall be obtained which shall covenant with the Lessor as surety in the terms of the covenant given by the said surety.

(14) That any decision of the surveyor for the time being of the Landlord acting properly on any matter on which he is required or entitled to decide under the provisions of this Lease shall be final and binding on the parties hereto and shall not be subject to challenge in any manner whatsoever in so far as the same is a decision

or is founded on matter or issues of fact or opinion but nothing herein contained shall purport to prevent any such decision being challenged on any point or issue of law.

(15) Any sum due from the Lessee hereunder not expressly reserved as rent shall be treated as being due as rent payable in arrears.

(16) (a) Unless otherwise expressly provided for herein any disputes or differences arising between the parties hereto shall be referred to the National Construction Council in Tanzania (hereinafter called the "NCC") which shall afford the parties the opportunity to make representations to it and to comment on the other parties' representations and if required by either party will give reasons for its determination. The fees and expense of which shall include the cost of the parties who (unless the NCC shall otherwise determine) shall bear their own costs with respect to the determination of the issue by the NCC.

(b) The provisions of the Arbitration Ordinance (CAP 15) as amended from time to time shall govern such arbitration.

(c) If either of the parties do not accept the decision of the NCC either party may within 28 days give notice in writing to appeal against such decision whereupon the appeal shall be determined by a Chartered Surveyor qualified and based in England experienced in the matters and the subject of such dispute who shall be appointed on the application of either party by the President for the time being of the Royal Institute of Chartered Surveyors in England. The fees and expenses of such expert shall be at the expert's discretion and which expert's decision shall be final and binding upon the parties hereto.

THE SCHEDULE HEREINBEFORE REFERRED TO

Schedule of the cost and expense and of the expenses to be provided or made available for the Building and other expenses outgoings and obligations to be paid incurred or discharged by the Lessor in respect of the Building subject to reimbursement by the Lessee as provided for in Clause 4(8) herein.

1. The costs of executing all works required to discharge the obligations imposed by Clause 6(2) herein and executing all other works in connection with the Building to the extent that such cost is not wholly reimbursed by any other tenant of the Lessor or by any third party.
2. The cost of repairing, decorating, maintaining, renewing, rebuilding, lighting, heating, cooling and ventilating, cleansing and providing for the security control and management of the Common Parts and all rates, taxes, assessments and outgoings from time to time payable in respect of the same to the extent that such cost is not wholly reimbursed to the Lessor by any third party or any the Local Authority.
3. The cost and expense of maintaining in good and substantial repair and condition (including as necessary in clean and in good decorative condition) the lain structure of the Demised Premises and the roof, foundations and main structure of the Building and the main drains and exterior pipes serving the Demised Premises including any car parking areas.
4. The cost and expense of repairing, maintaining and rebuilding any part of the Building.
5. The cost or amount of all charges assessments and outgoings for rates, water electricity, and charges, telephone and public or statutory utilities payable in respect of the Common Parts of the Building including such as may be payable in respect of the Lessor's estate office and any accommodation provided for the Lessor's Company's staff.
6. The cost of maintaining in good working order and operating all electrical, mechanical and other plant, equipment, chattels. feature and fittings of ornament or utility in use for common benefit including motor vehicles and other transport, lifts, heating, cooling and ventilation equipment, cleaning equipment, internal telephones, public address system (if any), fire fighting and fire prevention, burglar alarm systems where the use and benefit of such specialist expenses are made available for the use or benefit of the Demised Premises and including the cost of provision or renewal and replacement whenever necessary.

7. The cost of providing accommodation (including residential accommodation) for staff, personnel vehicles, equipment and plant engaged or used in providing management and expenses for the Building and including the cost of providing, repairing, maintaining, staffing and managing an estate office (including rent, rates, salaries of all personnel employed therein, stationery, office equipment, telephone charges and other like outgoings).
8. The cost of providing traffic controls within the Building and car parking areas.
9. The cost of periodic refuse collection charged to or undertaken by the Lessor.
10. The cost providing such maintenance staff as shall be necessary for maintaining those parts of the Building for which the Lessor accepts responsibility under this Lease.
11. The cost of periodic payments in respect of any National Health and Insurance, graduated pensions, industrial training levies, redundancy and similar or ancillary payments required by any Act to be made by the Lessor in respect of all persons from time to time employed by it for purposes connected with the Building.
12. The cost of the Lessor's administration charge in respect of accounts, records, apportionments and other similar expenses in respect of the Management of the Building being initially a yearly sum equal to five percent of the annual Expense Cost.
13. The cost of providing such other expenses as the Lessor shall consider ought properly and reasonably be provided for the benefit of the Building or for the proper maintenance and servicing of any part or parts thereof.

IN WITNESS whereof the Lessor has hereunto caused their respective Common Seals to be affixed and the Lessee has set hand and seal the day and year first above written.

SIGNED AND SEALED with the COMMON SEAL of HAIDERY COMPLEX LIMITED in our presence this 26 day of 07 2022



Signature

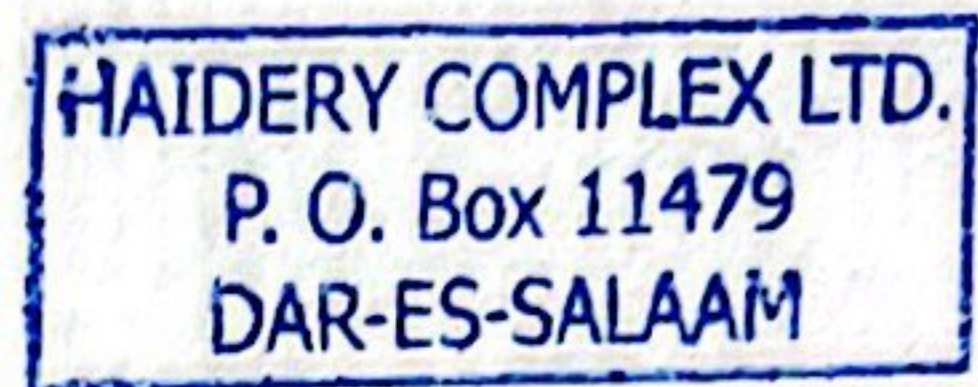
R. Rashid

Name

SHIRAZ N. RASHID

Address

P.O. Box 11479 DAR-ES-SALAAM



SIGNED AND SEALED with the COMMON SEAL of BLUEBERRY VOYAGE LIMITED in our presence this 26 day of 07 2022



Signature

K. K. Vatvani

Name

KESHOR KUMAR VATVANI

Address

S-24B HAIDERY PLAZA KISUTU STREET DAR-ES-SALAAM, TANZANIA

Qualification: Director / Company Secretary

STAMP DUTY

Shs: 361,286.64/2 Collected
9984180535/ Date: 2/8/2022

M. M. M.
Regional Manager - Ilala Tax Region

Signature

Ravi

Name

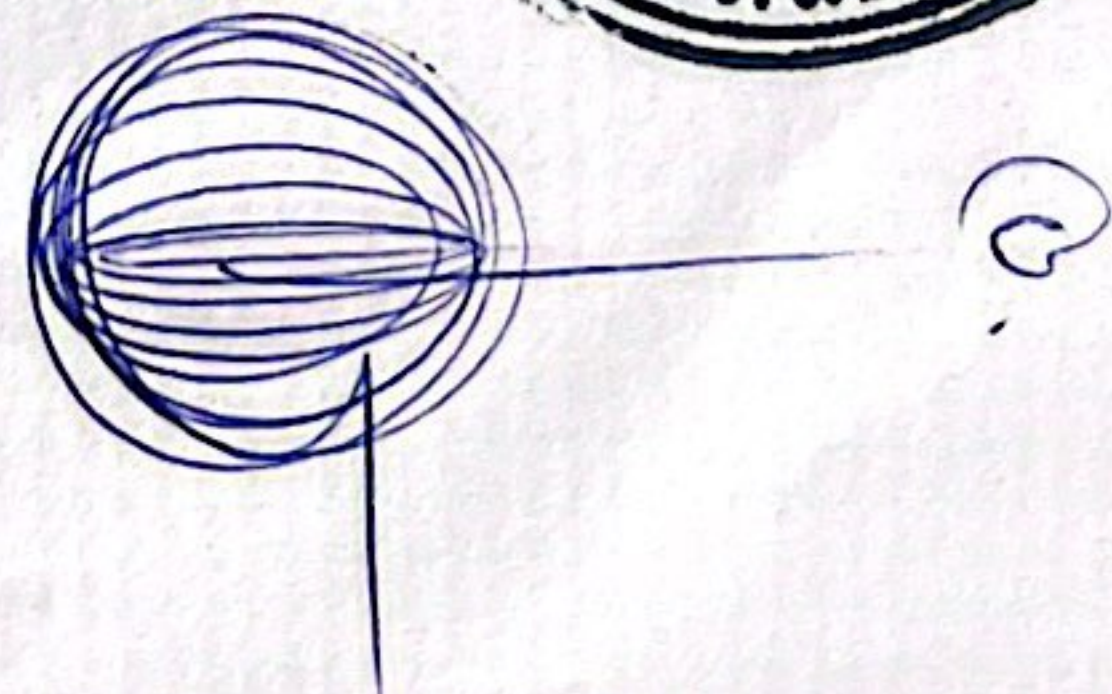
Ravi Kanhayalal Chandwani

Address

A-22, Canal Residency Mindu Street, Ubungu

Qualification: Director / Company Secretary

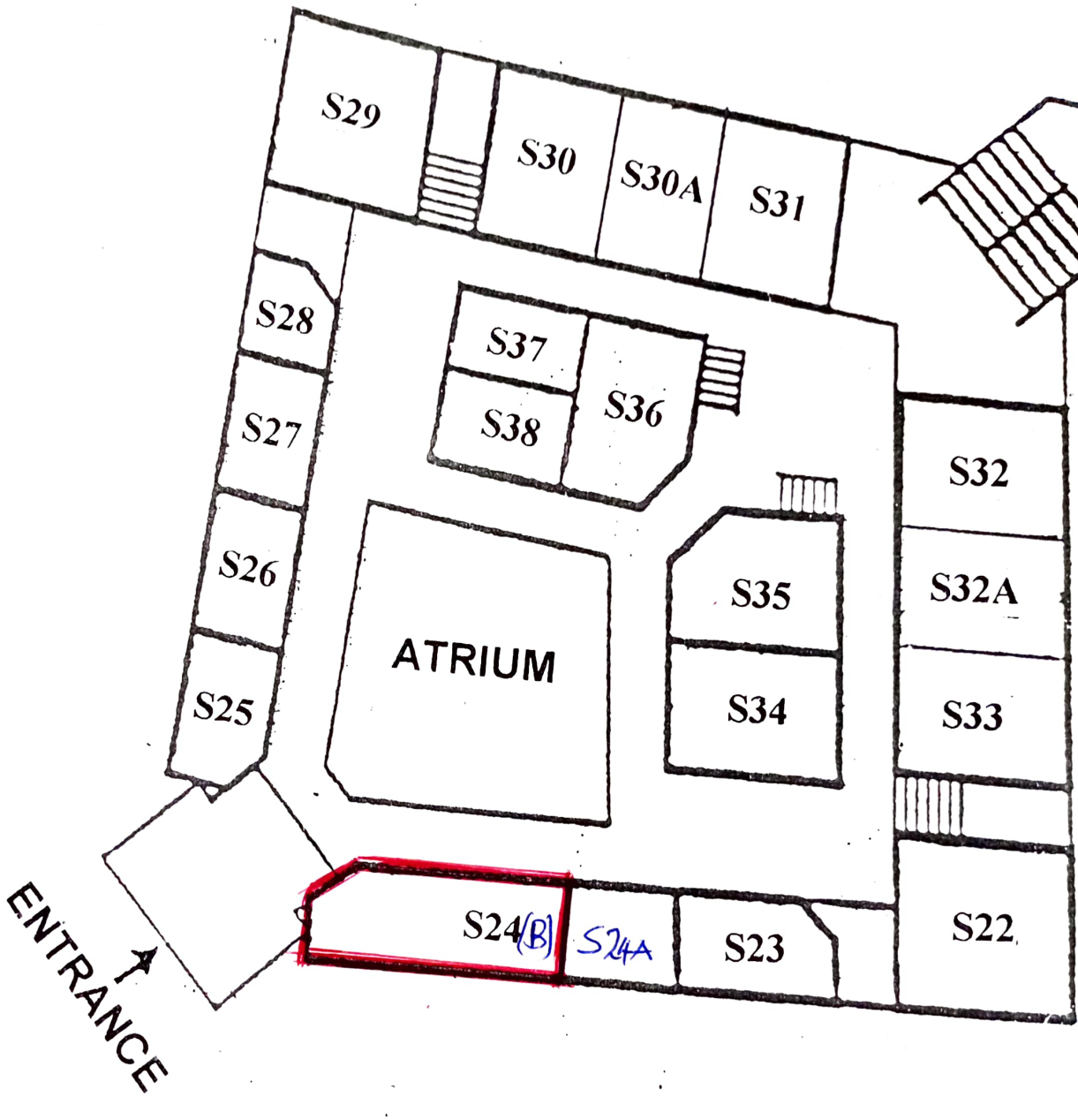
WITNESS



No: 23
SD: \$ 156 TDS: 361,286.64
WHT: \$ 130 TDS: 301,072.2 (one month from 15th Aug - 14th Sept)
3286 762,358.84
USD: \$ 1300 each rate @ 2315.94
27/09/2022

GROUND FLOOR

UPANGA ROAD



KISUTU STREET

UNIT NO. S-24(B) (132.20 SQ. MTR)
GROUND FLOOR, HAIDERY COMPLEX
PLOT NO. 519, BLOCK 14
HOUSE NO. 3
UPANGA / KISUTU ROAD