

*The Registration of Documents Ordinance*  
*{Cap 117}*

**DATED THIS 15<sup>th</sup> FEBRUARY 2021**

**BETWEEN**

**SHILPA KAKKAD**

**AND**

**SURYA PHARMA LIMITED**

In Respect of Shop no 12 A Swiss Tower at Plot no:598,  
United Nations Road, Upanga Dar-es-Salaam

## Lease Agreement

THIS AGREEMENT is made on the **15<sup>TH</sup> Day of FEBRUARY 2021**

between

**SHILPA KAKKAD** of P.O Box 21609, Dar es Salaam (Hereinafter referred as "the Lessor") of the one part

and

**SURYA PHARMA LIMITED**, Dar es Salaam (hereinafter referred to as "the Lessee") of the other part.

WHERE AS the Lessor is the Owner of commercial office area on the first floor situated at **Swiss Tower on United Nations Road, Plot no: 598, Upanga, and Dar es Salaam** (hereinafter referred to as the "Demised Premises" and is desirous of leasing the same to the Lessee.

WHERE AS the Lessee is desirous of taking in lease the above-mentioned Demised Premises upon the conditions and the terms hereinafter appearing;

❖ **NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS :-**

1. The Tenant shall use the Premises as office.
2. The period of tenancy herein referred to as the "Contractual Period "shall be for **5 (FIVE)** full calendar Years starting from the **1<sup>ST</sup> March 2021 to 28<sup>th</sup> February 2026** with an option for renewal following One month's notice prior to the expire date.
3. Lessee agrees to lease the said premises and shall pay monthly rent of **TSH 2,500,000/- only** plus **18% VAT** payable three months in advance. As an incentive to establish the business the landlord will not charge the rent from the Lessee for the first six months of the lease term.
4. Registration with TRA and Stamp Duty payment will be done by the Lessee.
5. The Lessee shall deduct 10% withholding tax from the rent and shall provide the certificate to the Lessor on time.
6. The rent is inclusive of the maintenance charges.
7. The lessee shall pay one month's rent as a refundable security deposit.

8. Either party may terminate the lease by giving the other party **two months'** notice in writing of the desire to do so. If such notice is not given, the party who fails to give prior notice as per terms & condition will be liable to compensate by paying rent for equivalent notice period. In the case of termination, the Lessor shall refund the rent for the remaining period to the lessee before the day of termination.
9. The lessee hereby acknowledges that late payment by the lessee to the lessor of rent or other sums due under this agreement will cause the lessor to incur costs not contemplated by this lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installments of rent or of a sum due from the lessee shall not be received by the Lessor within 2 weeks of such payment becoming due, then the lessee shall pay to the Lessor a late charge equal to 5% of such overdue amount.
10. The Lessee shall pay for LUKU, internet or any other utility charges for the rented space. Meter readings should be recorded at the time of handover.
11. The Lessor will only be responsible for general security of the building. The Lessee should at all times maintain its own security for its leased premises. The lessor shall not be held responsible For any loss or theft occurring at the premises.
12. The Lessor does not guarantee the lessee any parking spots for its clients.
13. When the lessee takes possession of the premises, he is accepting them as being in good working order. If there are any problems, the lessee should get something in writing from the lesser regarding those problems prior to moving in. Furthermore, the lessor sate that it has agreed to no repairs or improvements other than what is specifically stated in this agreement. Note that the lessee is required to keep the premises in good condition and repair.

**❖ THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS :-**

Not to assign, sublet or part with the possession of the premises or any part thereof without the written consent of the Lessor;

To Permit the Lessor and/or his agent with or without workmen, at reasonable time of the day, after reasonable notice to the Lessee in that respect, to enter upon the premises to examine and/or to execute major repairs to the said premises under the Lessor's covenants in that behalf;

- To use the Premises for above mentioned (clause 1) & lawful purposes only.

- To pay for electricity consumed therein. As advised by the electrical consultant, for the safety and security of the residents of Swiss Tower only one TANESCO meter has been installed and every residential and commercial unit in the building will have connection through an individual check-meter. The Lessee is to pay for the electricity consumed as per the check –meters readings for consumption of electricity every month in regular basis. The Member has to pay for the electricity charges immediately on receipt of the invoice for the same. If the Member or its tenant fails to pay electricity charges within 1 week of receipt of the invoice, the Management reserves right to discontinue the electricity supply to the respective commercial unit. The Management of PML reserves the right to revise these charges in future in line with the revision of charges in similar apartments in the town.
- In the event that there is a shortage or interruption of electricity by TANESCO, generator service will be provided by management. However, if later on it transpires that due to the nature of electricity required by a supermarket on a constant basis it is not feasible to be supported by our generator, then the Lessee is to procure necessary services/supplies at their own costs.
- To keep the premises and fixtures in good state of repair;
- Not to make or suffer to be made any alterations to the Premises without the written consent of the Lessor;
- At the term of the contract or sooner termination of the tenancy to hand over the said premises to the Lessor complete with all locks & keys and same good conditions it was found in at the beginning of the contract, fair wear & tear being accepted. If any such furniture, fittings or appliances damaged or not in orderly condition the lessee shall pay such charges on presentation.
- If by the end of the lessee any utility bills, i.e. bill for electricity and other consumables, or any other outstanding charges are pending then they shall be paid to the site Manager before leaving the premises.
- To procure security at his own cost for the office premises.
- To dispose of all rubbish in an orderly manner in the bins provided.
- To conduct business in a manner that does not affect the use of the building by residential users.

❖ **THE LESSOR HEREBY CONVENANTS WITH THE LESSEE AS FOLLOWS:-**

- To pay land rent and other statutory charges;
- To carry out all major structural repairs and keep the exterior of the premises in good tenable condition;

- The Lessee, having occupied the said Premises and observing and performing the several covenants, shall peacefully hold and enjoy the Premises without interruption by the Lessor or his agents;
- The Landlord May re-enter the property (or any part of the property in the name of the whole) after giving 1 month's prior notice to the tenant at any time after the following occur:
  - a. Any rent is unpaid 2 weeks after becoming payable and following demand through unpaid invoices by the Landlord.
  - b. Any breach of any condition or tenant covenant of this lease.

If the Landlord re-enters the property (or any part of the property in the name of the whole) pursuant to this clause, this lease shall immediately end.

❖ **PROVIDED AND IT IS HEREBY AGREED AND DECLARED THAT:**

- Any dispute which may arise between the Parties hereto touching on the construction of this contract shall be resolved by negotiation between the Parties themselves. The dispute resolution procedures shall require both Parties to use their reasonable efforts to resolve disagreements and disputes amicably.

- **BINDING SIGNATORIES**

The respective signatories to this contract warrant that they are duly authorized to sign this Agreement on behalf of the principal they respectively represent and further that signing of this Agreement also binds their respective persons and assignees.

- **ENTIRE CONTRACT**

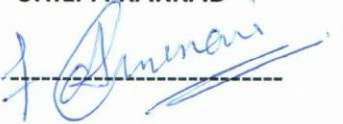
This contract constitutes the entire Agreement between the Parties hereto and supersedes all prior contracts and understandings, oral or written, by and between the Parties hereto with respect to the subject matter hereof. This contract may only be changed by a written instrument signed by both Parties.

- **APPLICABLE LAW**

This contract should be governed by, and constructed in accordance with the written laws of the United Republic of Tanzania.

IN WITNESS WHEREOF, the parties named above have to these presents interchangeable set their hands and Seals the day and Year first above Written.

LESSOR  
SHILPA KAKKAD



P.O Box 21609  
Dar Es Salaam,

LESSEE  
SURYA PHARMA LIMITED



Dar es Salaam

WITNESS

FULL NAME: Hema Lachani

DESIGNATION: Admin

SIGNATURE: 

WITNESS

FULL NAME: Kapil Rajuagury

DESIGNATION: Manager

SIGNATURE: 

