

**LEASE AGREEMENT**

**BETWEEN**

**MR. PRAVIN PURSHOTTAM PATEL  
P.O.BOX 20468  
DAR ES SALAAM**

**AND**

**MODERN FLEXIBLE PACKAGING LIMITED  
P.O.BOX 9958  
DAR ES SALAAM**

THIS LEASE AGREEMENT is made this 1<sup>st</sup> day of January 2021

**BETWEEN**

**MR. PRAVIN PURSHOTTAM PATEL** of P.O. Box 20468 Dar es Salaam (here in after referred to as "**THE LESSOR**", (which expression shall include successor in title and assignees) of the one part;

**AND**

**MODERN FLEXIBLE PACKAGING LIMITED**, a limited liability Company incorporated in Tanzania and of P.O. Box 9958, Dar es Salaam, herein after referred to as "**THE LESSEE**" (which expression shall include successors in title and assignees) of the other part.

**WHEREAS** the **LESSOR** is the owner of all the premises situated on Plot No, 109 "A" With Certificate of Title No. 186080/42 Mbozi Road, Chang'ombe Dar es Salaam, (herein after referred to as the **DEMISED** premises).

**AND WHEREAS**, the **LESSOR** has agreed to let the said premises referred herein above to the **LESSEE**, on the terms and conditions herein after contained.

1. **NOW THEREFORE THIS AGREEMENT:** witnesseth as follows:

- a) The **LESSOR HEREBY DEMISES** unto the **LESEE** the demised premises for a term of Four (4) years with effect from January 1<sup>st</sup> 2021.
- b) The rent payable by the **LESSEE** to the **LESSOR** shall be TSHS 5,833,333.33 per month which rent shall be payable monthly, subject to deduction of 15% withholding tax shall be submitted to the Tanzania Revenue Authority.

2. The **LESSEE** hereby covenants with the **LESSOR** as follows:

- a) To pay the rent hereby reserved at the times and in the manner aforesaid.
- b) To pay for all electricity, water sanitary conservancy, telephone, (that would be installed in the said **DEMISED** premises, and remain in the name of the **LESSOR**) and any other charge whatsoever which now or may hereafter be assessed or imposed on the **DEMISED** premises or any part thereof during the term hereof.
- c) To keep the interior of the **DEMISED** premises and appurtenances thereof including the doors, windows, floors, ceiling, all walls, all glasses in the windows thereof, waste drains and other piper and sanitary water apparatus therein all glasses in any part of the **DEMISED**

premises and all fittings fixtures and appliances in a good tenantable condition throughout the term (normal wear and tear excepted) and were necessary to all minor repairs.

- d) Not to use the **DEMISED** premises or any part thereof or suffer the same to be used for any purpose other than manufacturing unit and/ or godown.
  - e) Not to do or permit to be done upon the **DEMISED** premises or any part thereof anything which may become a nuisance, annoyance, damage or inconvenience to the **LESSOR**, neighbors or occupiers of other property in the neighborhood or in any way interfere with the quiet and comfort of the neighbors.
  - f) To comply with all the City Council and Health Regulations relating to the **DEMISED** premises.
  - g) To permit the **LESSOR** and his duly authorized representative or agent with or without workmen and other upon giving previous notice writing at reasonable times to enter upon and examine the condition of the **DEMISED** premises. Thereon, the **LESSOR** may serve upon the **LESSEE** notice in writing specifying any repair necessary to be done and require the **LESSEE** forthwith to execute the same and if the **LESSEE** shall not within thirty days after service of such notice proceed with the execution of such repairs then to permit the **LESSOR** and his agent to enter upon the **DEMISED** premises and execute such repairs and the cost thereof shall be a debt due from the **LESSEE** to the **LESSOR** and be forthwith recoverable by action.
  - h) Not to assign, sublet or part with possession of the **DEMISED** premises or any part thereof without the previous consent in writing of the **LESSOR**.
  - i) At the determination of the term hereby created to hand over the **DEMISED** premises fully repainted and at the end of the lease, to yield up the **DEMISED** premises together with all fitting and fixtures, and appliances in such good tenantable repair and condition as shall be in accordance with the covenants in that behalf on the part of the **LESSEE** herein contained (fair wear and tear excepted).
3. The **LESSOR** hereby covenants with the **LESSEE** as follows:
- a) To pay all site rates, land rent and land service charges and all other levies outgoings and charges payable in respect of the **DEMISED** premises.
  - b) To abide by then terms and conditions of this Lease Agreement without causing suffering or any inconvenience, annoyance and/ or interruption to the **LESSEE** or any person entitled to the benefit hereof through the Lease.

- c) That the **LESSEE** paying the rent hereby reserved and performing and observing the covenants and conditions herein before contained and on the part of the **LESSEE** to be performed and observed shall and may peaceably hold and enjoy the **DEMISED** premises during the term hereby granted without any interruption or disturbance from or by the **LESSOR** or any person rightfully claiming through, under or in trust for him.

4. **PROVIDED ALWAYS** and it is hereby declared as follows:

- a) In the event the **DEMISED** premises or any part thereof being damaged or destroyed by fire during the continuance of the term hereby reserved so as to render them unfit for occupation and use then the rent hereby reserved or a fair proportion thereof according to the extent and nature of the damage sustained shall be suspended until the **DEMISED** premises shall again be rendered fit for occupation and use,
- b) If either party after 3 years from the date of the effectiveness of this Lease shall desire to determine the term hereby granted that party shall give the other party three months previous notice in writing of its desire to do so and in the case of the **LESSEE** shall up to the time of such determination pay the rent and in case of either party shall perform and observe the covenants' on his or its part herein before reserved and contained then immediately on the expiration of such three months, the present **DEMISED** and everything herein contained shall cease and determine but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of contract.
- c) Should the **LESSEE** desire to renew the lease of the **DEMISED** premises for a further term, then he shall give six Months prior notice to **LESSOR** before the expiry of the term hereby created (unless the same shall have been determined under any of the provisions herein contained) and if there shall not at the time of such request be any existing breach or non-observance of any of the covenants on the part of **LESSEE** herein contained, at the expense of the **LESSEE**, the **LESSOR** shall grant a lease of the **DEMISED** premises for a further term of up to 4 years from the expiration of the term hereby created, containing the like covenants and provisions as are herein contained and at a rent to be manually agreed.
- d) Any notice under this Lease shall be in writing and any notice to the **LESSEE** or to the **LESSOR** shall be sufficiently served if sent to it by post at the **LESSEE'S/ LESSOR'S** above mentioned address respectively.
- e) That in the event of any dispute or difference at any time arising between the **LESSOR** and **LESSEE** in the respect of any provision of this Agreement or with reference to anything arising out of or incidental thereto, such dispute or difference shall be settled by arbitration **PROVIDED** that the Arbitrator to be appointed shall be accepted between the **LESSOR** and the **LESSEE**, alternatively each party may appoint his or her Arbitrator and in case of disagreement between Arbitrators the later may appoint a common referee whose decision shall be final and conclusive.

- f) This agreement shall in every respect conform to and be interpreted in the accordance with the laws of the United Republic of Tanzania.
- g) This agreement shall be produced in triplicate and each shall serve the purpose of the original.

IN WITNESS whereof the parties hereto have executed these presents in manner and on days and the year in before appearing.

SIGNED and DELIVERED by MR. PRAVIN PURSHOTTAM PATEL

Who is known to me personally, identified to me by Ashok Purshottam Patel

The latter being known to me

Personally in my presence this 01<sup>st</sup> Day of JANUARY 2021.

Name: PRAVIN PURSHOTTAM PATEL

Signature: FOR PATEL

Postal Address: P.O. Box 20468 DAR ES SALAAM

Qualification: .....

STAMP DUTY  
 TShs 700,000/- Collected  
 Receipt No. 9924/2021/1904 Date 20/5/2021  
 Regional Manager - Temeke

FOR PRAVIN PURSHOTTAM PATEL

BEFORE ME:

Name: Ely Musyangi

Signature: [Signature]

Postal Address: .....

Qualification: Advocate



SEALED with the COMMON SEAL

Of the said MODERN FLEXIBLE PACKAGING LIMITED

And DELIVERED at Dar es Salaam in our

Presence this 1<sup>st</sup> day of January 2021.

Name: IMTIAZ HAJI

Signature: [Signature]

Postal Address: 1958 DAR ES SALAAM

Qualification: DIRECTOR

COMPANY SEAL

BEFORE ME:

Name: Ely Musyangi

Signature: [Signature]

Postal Address: .....

Qualification: Advocate



20/5/2021:

W/holding = 5,833,333.33 x 12 x 10% = 7,000,000/-

S/duty = 5,833,333.33 x 12 x 1% = 700,000/-