



** START OF LEGAL RECEIPT **

JU ADVISORY AND ADVOCATES
P.O.BOX 5163, DSM
STREET:KIBAMBAWE STREET
MOBILE:+255 752 427 096
TIN: 123138007
URN: 40028826J
SerialNo: 0672010004096

UIN:01PerFectS-101929094123138007067201000
4096
TAX OFFICE Ila/la
CUST NAME: Dodo tissue ltd
CUST ID TYPE: TIN
CUST ID: 164563553
CUST MOBILE: 0655249292
RECEIPT NUMBER 00001475
ZNO 0001/1175
RECEIPT DATE: 09-05-2023 TIME: 09:57:43

LEGAL SERVICE 1 x 47,200.00 47,200.00 A
SUBTOTAL: 47,200.00

TOTAL EXCLUSIVE OF TAX **40,000.00**

TAX A-18.00% 7,200.00

TOTAL TAX **7,200.00**

TOTAL INCLUSIVE OF TAX **47,200.00**

CASH 47,200.00

RECEIPT VERIFICATION CODE
13854C1475



*** END OF LEGAL RECEIPT ***
Changamoto kwenye risti pia
bure TRA 0800750254/0800759255



LEASE AGREEMENT

Between

R. K. CHUDASAMA LTD

And

DODO TISSUE LIMITED

Drawn by:
Legal Secretariat,
R. K. Chudasama Ltd.
P.O.Box 325,
Dar es Salaam.

LEASE AGREEMENT

This Lease agreement is made on 27th day of April, 2023

BETWEEN

R.K. CHUDASAMA LIMITED, a Limited Liability Company duly registered and existing in Tanzania and whose address for the purposes hereof is P.O. Box 325, Dar es Salaam, (hereinafter referred to as "**the Lessor**", which expression shall, unless the context requires otherwise, include its legal representatives, agents, assigns and successors in title) of the one part;

AND

DODO TISSUE LIMITED, a Company Limited by Shares duly registered and existing in Tanzania and whose physical address for the purposes hereof is 01st Floor, Plot No 1081/2/2, Dar-es-salaam, Tanzania, (hereinafter referred to as "**the Lessee**", which expression shall, unless the context requires otherwise, include its legal representatives, agents, assigns and successors in title) of the other part;

WHEREAS

1. The **Lessor** is the lawful registered owner of the premises comprised of a building known as all those buildings and structures designed and occupation separately as a warehouse on the land Plot Number 2184 at Kisemvule industrial area at Mkuranga District-Pwani, covering the warehouse with total area 2,880 sqm with ONE (1) residential apartments (hereinafter referred to as "the demised **premises**")
2. The Lessor has agreed to lease the demised premises to the Lessee and the Lessee has agreed to rent the said demised premises from the Lessor to hold and use the same for commercial purposes.

NOW THIS WITNESSETH as follows:

1. Commencement and Duration of The Lease

The Lease shall be deemed to have commenced on or from 01st Day of January 2023 and shall be in force for a period of **FOUR (4)** years, that is up to 31st Day of December 2026, on the terms and conditions contained herein (hereinafter referred to as "the term").

2. Renewal of the Lease

At any such time not later than **THREE** months before this lease expires, the Lessee may serve a notice to the Lessor in either oral or written form signifying his intention to renew the term of the lease at the time of expiry of this lease, if he so wishes, under terms to be mutually agreed by both parties and in a lease term not fixed to a certain maximum period as it may be decided by the lessee and deliver information to the lessor of such desired periods in advance.

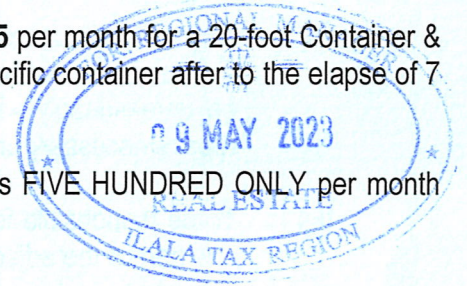
3. Rent

In consideration of the grant of the Lease to use the demised premises as aforesaid, the Lessee shall pay to the Lessor a monthly rent thereon (hereinafter referred to as ("the **rent**")) to be furnished in the manner and style as hereunder;

From **01st January 2023 to 31st December 2024** for the period of two years, the rent per month shall be at the rate of **US\$ 2.70** per sqm for the indoor space covering the built-up warehouse total area 2,880 sqm. The Lessee shall pay United States Dollars **SEVEN THOUSAND SEVEN HUNDRED SEVENTY SIX ONLY per month (US\$ 7,776.00)** plus the Value Added Tax (VAT).

For the containers storage in outdoor space, the Lessee shall pay **US\$ 25** per month for a 20-foot Container & **US\$ 50** per month for a 40-foot Container (rent is applicable for each specific container after to the elapse of 7 days' free period).

For the residential apartment, the Lessee shall pay United States Dollars **FIVE HUNDRED ONLY** per month (**US\$ 500.00**)



From 01st January 2025 to 31st December 2026 for the period of two years, the rent per month shall be at the rate of **US\$ 3.00** per sqm for the indoor space covering the built-up warehouse total area 2,880 sqm. The Lessee shall pay United States Dollars **EIGHT THOUSAND SIX HUNDRED FORTY ONLY** per month (**US\$ 8,640.00**) plus the Value Added Tax (VAT)

For the containers storage in outdoor space, the Lessee shall pay **US\$ 25** per month for a 20-foot Container & **US\$ 50** per month for a 40-foot Container (rent is applicable for each specific container after to the elapse of 7 days' free period).

For the residential apartment, the Lessee shall pay United States Dollars **FIVE HUNDRED ONLY** per month (**US\$ 500.00**)

- (i) The rent shall be payable six months in advance by the lessee to the lessor without any default
- (ii) The Lessee shall deduct withholding tax at the prevailing rate payable to the Tanzania Revenue Authority ("TRA") and produce to the **Lessor a certified copy of receipt of payment of the same to the TRA.**
- (iii) The Lessee shall be responsible for payment of **STAMP DUTY** on this lease agreement and its counterpart.
- (iv) To pay during the said term the reserved rent punctually and in full without any deductions whatsoever, save for the withholding tax payable to the TRA as stated under Clause (ii) above
- (v) That pursuant to sub paragraph (i) above the **Lessee** shall pay to the **Lessor** the rent hereby agreed by way of direct electronic funds transfer to the Lessor's designated Bank account.

4. Vacant possession of the demised premises

The Lessor undertakes to handover the demised premises to the Lessee immediately upon execution of this lease and upon full payment of the rent.

5. The Lessee hereby Covenants with the Lessor;

- (i) To pay all fees and other charges for the use of electricity, water, security charges (for occupied area) and telephone in respect of the demised premises during the said term, excluding property tax hereinafter becoming payable in respect of the demised property.
- (ii) At all times to keep the interior of the demised premises and appurtenances thereof including doors, windows and other fixtures, fittings, electrical wires and fittings, water drains and other pipes and sanitary water apparatus herein, painting and decorations thereof in good repair and fair condition.

- (iii) To permit the Lessor and its agents and other persons authorized in writing by the Lessor to enter into the demised premises at all reasonable times during day time with prior consent, such consent not to be unreasonably withheld, for the purposes of viewing the demised premises and undertaking any repairs necessary under the covenants hereinbefore or hereinafter contained.
- (iv) To be responsible for and to indemnify the Lessor against all damages occasioned to the premises or any part of the adjacent premises or to any person caused by any act, omission, default or negligence of the Lessee, his servants, agents or visitors.
- (v) Not to assign, sublet or part with the possession of the demised premises hereby demised without the written consent and permission of the Lessor.
- (vi) To comply with the City Council, Municipal Council and health, fire and safety regulations relating to the demised premises.
- (vii) Not to use the demised premises in a way which would create nuisance or any damage to the neighbors or the general public.
- (viii) On the expiration of the lease term to deliver up the demised premises to the Lessor with all keys, locks and fasteners in good repair and condition, reasonable wear and tear accepted.

6. The Lessor Covenants with the Lessee as Follows:

- (i) To keep the exterior and main structure of the demised premises in good repair and on receipt of notice from the Lessee remedy the faults expediently.
- (ii) To pay all the site rates, land rents and other impositions during the said term.
- (iii) The Lessee paying the rent hereby agrees upon observing and performing the covenants and stipulations herein, on the part of the Lessee contained shall peacefully hold and enjoy the demised premises during the term created without interruption by the Lessor.

7. Lessees' default to pay Rent

- (i) If the Lessee defaults in payment of the rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give a Lessee notice of such default (hereinafter referred to as a ("Default Notice") and if the Lessee does not cure any such default within thirty (30) days, after the giving of such notice or if such other defaults is of such nature that it cannot be completely cured within such period, if the Lessee does not commence such curing within thirty(30) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then the Lessor may terminate this lease after the expire of ninety(90) from the date the Default Notice was issued to the Lessee.
- (ii) On the expire of the said ninety (90) days the terms of this lease shall terminate and Lessee shall then quit and surrender the premises to the Lessor and Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects.
- (iii) The Lessee hereby gives irrevocable power and authority without any recourse to the Lessor to enter the demised paid premises with or without permission of the Lessee on the expire of the termination of the notice period referred to above and / or the lease period and remove all the possession of the lease with a view to secure vacant possession of the Demised Premises. The Lessor shall act as the agent

for the Lessee and shall not be liable for any loss or damage suffered by the Lessee howsoever caused as a result of the lessor exercising the power and authority given herein.

8. Termination of the Lease

The tenancy hereby created shall be determinable at the option of either party by giving the other party three-month notice either verbally or in writing.

9. Insurance.

The Lessor agrees with the Lessee that:

9.1. The Lessor shall keep property insured with reputable insurers to cover:

- (a) Full rebuilding, site clearance, professional fees, value added tax and two (2) years loss of rent.
- (b) Against fire, lighting, explosion, earthquake, landslip, subsidence, heave, riot civil commotion, aircraft, aerial devices, storm, flood, water, impact by vehicles, damage by malicious persons and vandals and any other risks reasonably required by the Lessor.

So far as cover is available at the normal insurance rates for the locality and subject to reasonable access and exclusions.

9.2. The Lessee shall maintain its own insurance for the Lessee's business and its belonging/goods carried on at the premises.

9.3. The Lessor shall take all necessary steps to make good as soon as possible any damage to the property caused by the insured risks, except to the extent that the insurance money is not paid because of the Act or default of the Lessee.

9.4. The Lessor shall not be responsible for any damage for which the Lessee is compensated under the insurance policy.

10. Service of Notices

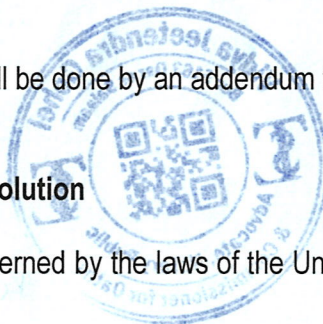
That any demand for payment or notice requiring to be made upon or given to the **Lessee** shall be sufficiently made or given if sent by the **Lessor** or its agents through the post by registered letter addressed to the **Lessee** at the demised premises, and that notice requiring to be given to the **Lessor** shall be sufficiently given if sent by the **Lessee** through the post by registered mail addressed to the **Lessor** at its address cited at the beginning of this lease AND that any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of post.

11. Amendments to the Lease

Any amendments to this lease shall be done by an addendum to this lease and shall be signed by both parts.

12. Governing Law and Dispute Resolution

This lease agreement shall be governed by the laws of the United Republic of Tanzania as amended from time to time



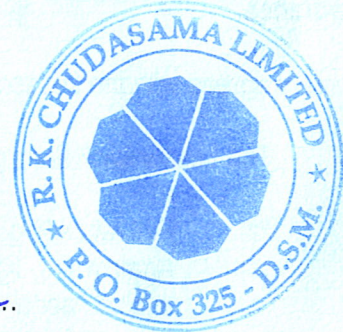
A handwritten signature in blue ink, appearing to be 'S. S. S. S.'.


A handwritten signature in blue ink, appearing to be 'R. R. R. R.'.


In the event of any dispute or claim arising from or in connection with this Lease Agreement which is not settled mutually by the parties thereto, such disputes or claim may be referred by either party to the court or tribunal in Dar es Salaam for adjudication or settlement.

IN WITNESS WHEREOF the Lessor and Lessee have hereto signed this deed on the day, month, year and the manner as hereinafter appearing.

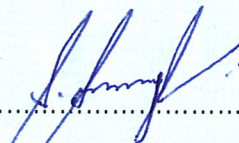
Sealed with the common seal of the said
R. K. Chudasama Ltd and delivered in Dar es Salaam
In the presence of us this 27th day of April 2023
Within the Lessor above named



Signature: 
Name: **KISHOR K CHUDASAMA**
Address: P. O. Box 325, DSM
Qualification: Director


Signature: 
Name: **RASIKLAL K. CHUDASAMA**
Address: P. O. Box 325, DSM
Qualification: Director

Sealed with the common seal of the said
DODO TISSUE LIMITED and delivered in
Dar es Salaam in the presence of us in the
27th day of April 2023 within the Lessor above named

Signature: 
Name: **SOHAIL B. SINGH**
Address: **TABATA DSM**
Qualification: **DIRECTOR**

TIN: 164-563-553
SID: 2,170,838.36
WHT: 5,427,095.9 [3 months]
COPY: 1500
7,599,434.26

BEFORE ME:

Signature: 
Name: **VIDYA J. GOHEL**
Address: **P. O. BOX 5163, DSM**
Qualification: **ADVOCATE**



9/5/2023

Ref No: 3050 954864