

SUB-LEASE AGREEMENT

THIS AGREEMENT is made on the 26 day of September 2023.

Between

ARJUN ASHOK LAVINGIA T/A LAVINGIA JEWELS, is a Sole Trader registered under the Laws of the United republic of Tanzania with National ID number 19871201-14112-00003-23 and TIN:103-564-557 (**hereinafter referred to as "the Lessor"**).

And

RETAIL FOOD COMPANY LIMITED a limited liability Company registered under the laws of United Republic of Tanzania, Dar es Salaam, Tanzania (**hereinafter referred to as "the Sub-lessee"**).

WHEREAS This Sub-Lease is from a Master Lease Agreement between **MOHSIN G SOMJI** and **ARJUN ASHOK LAVINGIA T/A LAVINGIA JEWELS** dated

WHEREAS the Lessor is in possession of Apartment 165-27 square meters situated at **01st Floor of the building (hereinafter "the demised premises") in the building situate on Plot No.1848 Msasani Peninsula Road, Dar es Salaam (hereinafter referred to as the "Office" and is desirous of leasing the same to the Sub-lessee.**

WHEREAS the Sub-lessee is desirous of taking in lease the above-mentioned Apartment the terms hereinafter appearing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1) The period of tenancy herein referred to as the "Contractual Period" shall be for **One (1) Year** starting from the **01st September 2023 and expiring on 31st August 2024** with option for renewal following One month's notice prior to the expiry date.
- 2) The Sub-lessee shall pay **MONTHLY** rent of **USD 1820/- (United States Dollars One Thousand Eight Hundred and Twenty Only) exclusive of applicable VAT and an annual compulsory stamp duty of 1%** from the months of September to December 2023 and for the months of 1st January to 31st August 2024 the Rent shall increase to **USD 2150 (United States Dollars Two Thousand One Hundred and Fifty Only) exclusive of applicable VAT and an annual compulsory stamp duty of 1%.**
- 3) There shall be a service charge of **USD 100 (United States Dollars One Hundred only) exclusive of applicable VAT.**
- 4) The rent is payable quarterly (every 3 months) and shall be paid in USD or equivalent in Tanzanian Shillings at the bank selling rate of exchange on the day of payment by the Sub-lessee into the Lessor's nominated account or by Cheque.

- 5) The Lessor has agreed to sub- lease to the Sub-lessee the house as it is. The Sub-lessee shall be responsible for maintenance of the house and the assets. The same shall be maintained and at all times be in good condition.
- 6) Either party may terminate the lease by giving the other party prior notice of One month of such intention. If such notice is not given, the party who fails to give prior notice as per terms & conditions will be liable to compensate by paying rent for equivalent notice period. In the case of termination by the lessor, the Lessor shall refund the rent for the remaining period to the Sub-lessee before the day of termination.
- 7) The Sub-lessee shall pay and to indemnify the Lessor against, in addition to rent, Value Added Tax (VAT) or any tax of a similar nature that may be substituted for it or levied in addition to it, chargeable will be paid by the Sub-lessee. The Withholding Tax shall be paid by the Sub-lessee who shall thereafter submit to the Lessor a Withholding Tax Certificate.
- 8) The Sub-lessee shall at its own expense:
 - a) Pay all charges for Electricity, Gas, Telephones, DSTV/Cable, and Internet in respect of the demised premises accrued and payable during the tenure of the lease period and upon the expiration to provide documentary evidence for having settled all the above-referred charges.
 - b) Manage and pay daily maintenance costs (inside the apartment) for air conditioners, replacing bulbs and switches, etc., such services are not included in the rent. The Lessor shall remain responsible for the repair of air conditioners, the Sub-lessee shall only be responsible for the maintenance.
 - c) Repair any element of the Premises damaged during the Lease Period by the Sub-lessee.
- 9) **THE SUB-LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS: -**
 - a) Not to assign, sublet or part with the possession of the apartment or any part thereof without the written consent of the Lessor.
 - b) To Permit the Lessor and / or his agent with or without workmen, at reasonable time of the day, after reasonable notice to the Sub-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.
 - c) To pay the rent reserved herein whatsoever in the manner and upon the dates

herein agreed and further to pay Stamp duty to the concerned authorities.

- d) To use the demised premises for residential and lawful purposes only and not to assign sublet, or part with possession of the premises without the previous written consent of the Lessor.
- e) Not to make any internal non-structural alterations or additions to the premises, and to maintain the premises, including all additions thereto, fixtures, doors, windows, locks, sanitary, water apparatus, electric apparatus, etc., in good repair and tenantable condition fair wear and tear.
- f) Not to make or suffer to be made any alterations or additions to the Premises without the written consent of the Lessor whose consent shall not be unreasonably withheld.
- g) If by the end of the lease any utility bills, i.e., bill for electricity and other consumables, or any other outstanding charges shall be paid to the site Manager before leaving premises.

10) THE LESSOR HEREBY COVENANTS WITH THE SUB-LESSEE AS FOLLOWS: -

- a) To pay land rent and other statutory charges.
- b) To carry out all major structural repairs and keep the exterior of the premises in good tenantable condition.
- c) To allow the Sub-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.
- d) Tenant shall not keep, use, or permit to be used in or brought into the Leased Premises at any time, by Tenant or any of its employees, agents or invitees, any gun, firearm, weapon, explosive device, ammunition or explosive. This will be considered as an offense and appropriate legal actions will be taken by the Landlord and all costs, expenses, and attorney fees incurred in the defense of handling any such claims or any action or proceeding brought on any such claims shall be borne by the Sub-lessee.

11) DEFAULT:

- a) The occurrence of any of the following shall constitute a material default and breach of this Lease by Sub-lessee (each an "Event of Default"):
 - i. The abandonment of the Premises by Sub-lessee.
 - ii. Sub-lessee's failure to make any payment of Rent and/or service charge.
 - iii. Sub-lessee's failure to observe or perform any of the provisions of this Lease to be observed or performed by Sub-lessee, where such failure shall continue for a period of seven (7) days after written notice of such failure from Lessor to Sub-lessee.

IN WITNESS WHEREOF, these presents have been executed on the date set out against our respective signatures.

SIGNED AND SEALED with the common seal of
ARJUN ASHOK LAVINGIA T/A LAVINGIA JEWELS

LAVINGIA JEWELS
P.O. Box 2060
DAR-ES-SALAAM
TANZANIA
SEAL

In my presence, this 26th Day of September 2023

NAME: ARJUN LAVINGIA

NAME: _____

SIGNATURE: *Arjun Lavingia*

SIGNATURE: _____

QUALIFICATION: _____

QUALIFICATION: _____

BEFORE ME

Full Name:

PELAZIA NYAMANDA

Signature:

[Signature]

Qualification:

COMMISSIONER FOR OATHS



SIGNED AND SEALED with the common seal of
RETAIL FOOD COMPANY LIMITED

In my presence, this 26th Day of September 2023

SEAL
STATE OFFICE
Shs. 624,240/=collected
9984113381952
Receipt No. Date 03/10/2023
G. Daudi

NAME: JITEN LAVINGIA

NAME: _____

SIGNATURE: *[Signature]*

SIGNATURE: _____

QUALIFICATION: DIRECTOR

QUALIFICATION: _____

BEFORE ME

Full Name:

JOYCEUNDA MNDERE

Signature:

[Signature]

Qualification:

COMMISSIONER FOR OATHS

