

# LEASE AGREEMENT

## I) AGREEMENT

This lease agreement is made on 1<sup>st</sup> day of January, 2023 between M/s. **J. K. Chemical Limited** of P.O.Box 1249, Dar Es Salaam, Tanzania (Herein referres as Landloard) and M/s. **O.I.T.(TZ) Limited** of P.O. Box 32521, Dar Es Salaam, Tanzania. (Herein referred to as Tenant).

## II) AGREEMENT ACTIVITY

This lease agreement is for three Godowns ( Unit I, Unit II & Unit III ) and part of Office on Plot No. 70, Block 'B', Mikocheni Industrial Aresa, Dar es salaam, Tanzania owned by the Landlord, who is engrossed to lease the said premises to Tenant, and herewith are elaborate in Annex(IV) Agreement Roll.

## III) AGREEMENT PERIOD ANDD TERMINATION

The Lease Agreement will be valid for twelve months (1<sup>st</sup> January'2023 to 31<sup>st</sup> December'2023) and renewal / extendable for one year consecutively as applicable by both the parties.

Upon any Dissatisfaction agreement can be terminated by either of parties on mutual agreement issuing minimum three months notice.

## IV) AGREEMENT ROLL

1. Tenant will pay net rent of T.Shs.1,700,000/= per month.
2. The tenant shall deduct Withholding Tax at the rate of 10 % of the rent and pay the same over to the Tax Authorities. The tenant shall provide to the landlord full particular of the amount remitted to the Tax Authorities and copy of the receipt for such payments.

### 3. The tenant covenant with the landlord as follows:

- a) To pay rent in advance
- b) To pay charges for water, electricity and telephone bills if any.
- c) To use the premises for storage, Garage office purpose and manufacturing purpose only and not sue it otherwise without the express written consent of the Landlord.

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- d) Not neither to make alteration, erection nor to injure, cut or main any of the walls or woodwork of the said premises without the written consent of the Landlord.
- e) To keep in tenantable repair the said premises including all doors, windows, locks and fasteners and the interior therein and electrical wiring thereof (fair wear and tear and damage occasioned in consequence of the act of default of the tenant throughout the term) and to yield up to the same in such repair at the determination of the lease (however determine) in effect all minor repairs are to be undertaken by the Tenants.
- f) To permit the Landlord and his agents and/or workmen with all necessary appliances at all reasonable time, except in case of emergency to enter upon the said premises for the purpose of examining the condition of the said premises. And if the tenant shall not effect such minor repairs within thirty (30) days after service of notice the Landlord shall proceed diligently with the execution of such repair and costs thereof shall be a debt due from the tenant to the Landlord payable with the next rent payable. Failure to pay without reasonable cause shall be considered a breach of this Lease Agreement).
- g) Not to sublet or assign the said premises or any part thereof without first obtaining the prior written consent of the Landlord.
- h) To comply with all the Municipal and Health Regulations as may be promulgated by the Dar es Salaam City Council, save as where major matters are concerned.
- i) To store the goods, which is legally acquired, and the same to be complied as per the law of land under no circumstances landlord is liable or responsible for the goods stored in the Godown or office.
- j) During the last one (1) month of the said term to allow the landlord to fix a notice on a suitable part of the said premises announcing that the same is to be let and to afford facilities for intending tenants to view the same at reasonable time after giving the Tenant responsible notice.
- k) To bear and pay for sewerage charges and to provide receptacles for the removal of rubbish.

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4) **THE LANDLORD HEREBY COVENANTS WITH TENANT as follows:**

- a) That the tenant paying the rent hereby reserved and performing and observing the covenants on his part herein contained shall peacefully hold and enjoy the said premises without interruption or disturbance by the Landlord or any person lawfully claiming under him.
- b) To effect all major repairs on the said premises the damage of which has not been occasioned by negligence or deliberate act of the tenant.
- c) The Landlord shall not be liable for any injury to the tenant. Invitees, servants or visitors caused by any defect other than an apparent one or caused by diligent working of any machinery in the said premises.
- d) To insure and to keep insured the said premises and the Landlord's fixture therein against loss or damage by fire and other risks as the Landlord shall deem desirable as expedient.
- e) To keep the exterior and main structure of the said premises in good repair and condition and on receipt of notice from Tenant remedy any faults.
- f) The Landlord shall keep the roof, main wall appearance of common electrical wiring and circuits, water supply in good and tenantable condition.

5. If the rent is unpaid for one month after becoming payable whether the same shall have been demanded or not or in any of the covenants and the condition conferred or implied in this lease and on the part of the Tenant to be observed and performed shall not without responsible explanation be observed or performed, then it shall be lawful for the Landlord to re-enter into the said premises or into any part thereof in the whole and there upon the said term shall cease and determine but without prejudice to any rights or remedies which shall have accrued to the Landlord against the Tenant in respect of any antecedent breach of any of the covenants herein contained.

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In consensus of above Lease Agreement

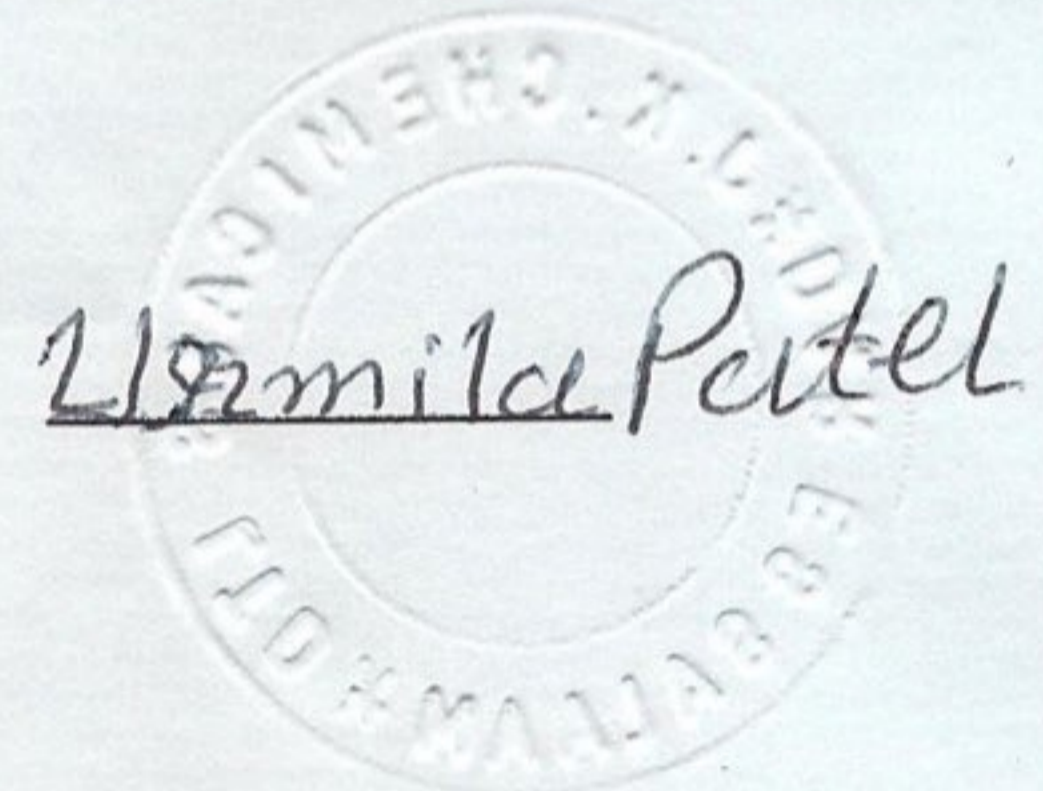
SEALED with the common seal of the said  
M/s. O.I.T.(TZ) Limited and delivered in the  
Presence of us this 1<sup>st</sup> day of January'2023

witness Name : Ali Sultan Yahfoufi  
Signature: [Signature]  
Postal Address: 32591  
Qualification: Director



witness Name : A R ASHOK KUMAR  
Signature: [Signature]  
Postal Address: 32521  
Qualification: Manager

SEALED with the common seal of the said  
M/s. J.K.Chemicals Limited and delivered in the  
Presence of us this 1<sup>st</sup> day of January'2023



Ummida Patel

BEFORE ME  
JOHNSON HAJI KORIGWA  
[Signature]  
24/01/2023

Wah Sidu - 2,104,000/-  
204,000/-  
[Signature] 24/01/23

100-238-802

