

Dar Village

LEASE AGREEMENT

BETWEEN

DAR VILLAGE LIMITED

AND

VILLAGE SUPERMARKET LIMITED

PLOT NO. P32115, GARDEN ROAD, KINONDONI MUNICIPAL, IN DAR ES SALAAM REGION

DRAWN BY
DAR VILLAGE LIMITED,
P.O. BOX 71035,
DAR ES SALAAM.

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THIS LEASE AGREEMENT is made this ^{26th} day ^{MARCH} 2024.

BETWEEN

DAR VILLAGE LIMITED a limited liability Company incorporated under the laws of the United Republic of Tanzania (with Company Incorporation No 50808) of P.O. Box 71035 Dar es Salaam, Tanzania (hereinafter referred to as the "Lessor", which expression shall, where the context so permits, include its successors and assigns) of the one part.

AND

VILLAGE SUPERMARKET LIMITED a limited liability Company incorporated under the laws of United Republic of Tanzania, (with Company Incorporation No. 47044) of P.O. Box 23435 Dar es Salaam, Tanzania (hereinafter referred to as the "Lessee", which expression shall, where the context so permits, include its successors and assigns) of the other part.

(Together the "Parties", or individually as the "Party")

RECITALS:

- I. **WHEREAS** the Lessor is the registered owner of the Property registered and situated on **Plot Number P32115, Garden Road, Kinondoni Municipal, Dar es Salaam Region**, together with all exhausted improvements, developments and appurtenances therein contained (herein after referred to as "the Premises").

- II. **WHEREAS** the Lessor hereby wishes to Lease to the Lessee and the Lessee hereby wishes to Lease from the Lessor the rentable space (defined in clause 4 of the present agreement, hereinafter "the Agreement") with its leasehold/interest rights subject to the covenants

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herein contained and the terms and conditions under which the said Premises is held by the Lessor.

NOW THEREFORE THIS AGREEMENT EMBRACES THE FOLLOWING TERMS.

1. THE LESSOR:

DAR VILLAGE LIMITED (hereinafter "the Lessor") is developing a mixed-use real estate project thereon situated on Plot P32115, in Mikocheni, Dar es Salaam. Dar Village.

Phone Number: +255 787 987 987

Email Address: Zadock@zekgroup.com

cc: Naimah.kunambi@zekgroup.com

2. THE LESSEE:

VILLAGE SUPERMARKET LIMITED (hereinafter "the Lessee").

Phone Number: +255 784 770 108

Email Address: abdul@village-supermarket.com


cc:

3. ADDRESS OF THE PREMISES:

Dar Village is located at Mikocheni, Dar es Salaam having the Postal address of 71035, Dar es Salaam, Tanzania, (hereinafter "the Premises").

4. RENTABLE SPACE:

The total rentable space within the Premises consists of one thousand four hundred and eight (1408) square meters in the shop named Main Anchor, as per the attached layout (Attachment 1 to the Agreement) hereinafter "the Rentable Space").

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5. USE OF RENTABLE SPACE:

The Lessee shall be allowed to use the Rentable space for the establishment of a **Supermarket, Bakery, Coffee shop, Ice cream parlor, and prepared foods and similar nature of business as may be required in the future.** No other use of the Rentable Space shall be allowed prior to the parties mutual written consent.

The Lessor reserves the right to cancel the agreed terms with the Lessee without refunding any costs including the Security Deposit if the Lessee materially alters the use of the Premises without a written notice to the Lessor For avoidance of doubt, written notice may include email, letter or text message from the Lessor . Should the Lessor establish the existence of such material change by the Lessee, whether without a written notice of the Lessee or whether by disagreeing to a written notice by the Lessee, the Lessor will grant a remediation period of 60 days to the Lessee to rectify any material changes. Upon carrying out rectification, the Lessee will be entitled to claim the Security Deposit paid.


6. LEASE TERM:

The Lease Term shall be of six (6) years with an escalation of rent at 4% Every 3 years, with the option for two additional terms of 6 years each, subject to renewal.

7. RENT AND SERVICE LEVY:

The Rent shall be TZS 18,200 (VAT exclusive) (Eighteen thousand two hundred Tanzanian Shillings) per square meter per month for the **1408** square meters. The rental payments are to be made monthly, in advance.

The lessee is responsible for paying withholding tax (WHT) on behalf of the lessor at the prevailing rate of 10% or as maybe applicable from time to time in the future. Based on

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the current system of Tanzania Revenue Authority (TRA) the Lessor will automatically extract its WHT certificate from the company's taxpayer portal.

Service Charge at the rate of TZS 2,600 (VAT exclusive) (Two thousand six hundred Tanzanian Shillings) per square meter is to be paid by the Lessee to the Lessor throughout the Lease term in monthly installments. Service charge shall cover fees payable for security, garbage collection, lighting in common areas, **water**, cleaning of common areas, general upkeep, electrician & plumber for general maintenance services & maintenance of elevators and escalators, servicing & maintenance of Generator & other plant etc. Service charge will be entitled to be deducted with 5% withholding tax as per the requirement of Income Tax Act, 2004.

The Rent and Service Charge shall be due on the first day of each calendar month ("the **Due Date**") or determined and agreed by both parties from time to time.

The lessor provides a grace period of **6 months** from the signing date, allowing for the first installment to be due in **September** in the event of a delay in the opening of the premises, the grace period will be extended accordingly. The rent will also be due upon reaching the total rental occupancy level of 75% Ground floor.

Payment of Rent and any other charges shall be by means of cheque in favor of the **Lessor** or Bank deposit in the following Accounts:

BANK NAME:	NBC LIMITED
ACCOUNT NAME:	DAR VILLAGE LIMITED DEPOSITS
ACCOUNT NO. USD:	47105004580
ACCOUNT NO. TZS:	47103005635

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8. SECURITY DEPOSIT:

The Parties agree that the Lessee shall be required to pay the Lessor a security deposit of TZS 25,625,600 (Twenty-five million, six hundred twenty-five thousand, six hundred Tanzanian shillings.) equivalent to the 1-month Rent (exclusive of VAT) (hereinafter "the Security Deposit") upon signing of the Lease Agreement.

9. EXPENSES:

In addition to the rent, the Lessee shall be required to pay the agreed monthly expenses in direct relation to Rentable Space.

The general maintenance of the mall, including but not limited to the maintenance of air conditioning systems, will be the responsibility of the Lessor. However, periodic servicing of the air conditioning systems within Rentable Space will be the responsibility of the Lessee. Additionally, all normal internal maintenance within Rentable Space such as fixing water taps, electric switches and bulbs, painting of the walls, and addressing normal wear and tear will be the responsibility of the Lessee.

The Lessee shall be responsible for the timely payment of electricity (including during fit-out period) within the Rentable Space. In the event of power outages or any other circumstances requiring the use of a generator, the Lessee shall bear the fair and justified cost of fuel. The method for calculating the fuel cost shall be agreed upon by both parties.

10. In the event that construction of the Premises is impeded or ceases, all costs and the security deposit will be refunded to the Lessee.

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THE LESSOR'S COVENANTS:

11. Subject to the Lessee paying to the Lessor the Rent and all other charges payable under this Agreement and complying with the covenants and other terms of this Agreement the Lessor covenants with the Lessee to use all reasonable endeavors:

- I. To permit the Lessee and its clients at whatever point in time during the existence of this lease agreement to peacefully and quietly to hold and enjoy the Rentable Space without any interruption or disturbance from, by or on behalf of the Lessor, and from by or on behalf of any other lessees of the Lessor for part of the Premises.
- II. To keep the Rentable Space and the Premises insured against loss or damaged by fire and in case of damage or destruction by fire unless the insurance moneys become irrecoverable through any act or direct default of the Lessee to re-building and reinstate the same as speedily as possible.
- III. To pay all existing and future land rents and other rates, taxes, assessments impositions and outgoings, which are by law payable by the Lessor, or which may thereafter be imposed or charged on the Lessor in respect of the Rental Space or building.
- IV. To apply from the relevant authorities, within a reasonable time for approvals, permits and consent for the purpose of registering the Agreement including stamp duty.
- V. To submit to the relevant authorities whenever required the Certificate of Title of the Right of Occupancy in respect of the Estate to facilitate registration of the Lease Agreement.
- VI. At the Lessor 's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute (already in force or in the future to become applicable) or directive of any government department, local authority or other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the

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Lessor, the Lessee or any other occupier and provided that the Lessor shall not be responsible for matters which are the express liability of the Lessee

- VII. In the event that the Premises are sold or otherwise transferred to a third party before the expiry of this Agreement, the Lessor will ensure that all its rights and obligations under the Agreement are transferred to the new owner of the Premises, notwithstanding the right of the Lessee to negotiate a contract with a new Lessor.
- VIII. In the event of breach, fault, or noncompliance hereunder by the Lessor, the Lessee shall, before exercising any right or remedy available to him, give Lessor written notice of the claimed breach, default, or noncompliance. For the **thirty (30) calendar days** following the giving of the notice(s) required by the foregoing, the Lessor shall have the right to cure breach, default, or noncompliance involved.
- IX. If the Lessor shall not have performed or commenced performance within such 30 days period and diligently pursue the matter to completion then Lessee may, in addition to its other remedies hereunder, cure any such default and pay any such lien or claim and shall have the right to deduct the cost of such cure from the rent thereafter becoming due. Nothing herein contained shall be construed as imposing any obligation upon the Lessee to perform Lessor's obligations, nor shall performance by Lessee be construed as obligating Lessor to continue such performance.
- X. To perform the Building Service of this lease throughout the Lease Term provided that the Lessor shall not be liable to the Lessee in respect of:
- (a) Any temporary failure or interruption in any of the Building Services by reason of necessary repair, replacement, maintenance of any installations or apparatus or their damage or destruction or by reason of mechanical or other defect or breakdown or other inclement conditions or shortage of fuel materials water or labour or any other cause beyond the Lessor's control.
 - (b) Any act omission or negligence of any porter attendant or other person undertaking the Building Services or any of

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them on behalf of the Lessor other than in the proper performance of his duties acting with the Lessor's consent/authority and shall use all reasonable endeavors to restore the Building Services in question.

- XI. The Lessor shall facilitate the installation and maintenance of a separate Tanesco meter to meet the electrical needs of the Lessee's premises at Village Supermarket.
- XII. The Lessor shall provide a dedicated generator, provisionally at 350 KVA, with specifics to be disclosed after assessing the electrical load to prevent over-sizing of the generator.
- XIII. The Lessor shall provide and install two separate 2000 L water tanks with complete fittings & accessories.
- XIV. The Lessor shall install Cassette type Variable Refrigerant Flow (VRF) air conditioning systems.
- XV. The Lessor shall provide telephone connections (TTCL) and provide inbuilt wall socket types as required.
- XVI. Electrical points shall be installed by the Lessor as per the Lessee's requirements.
- XVII. The Lessor shall provide standard lighting or lighting as per the Lessee's design, provided it falls within the same range as standard lighting.
- XVIII. The Lessor shall provide either Terrazzo flooring or epoxy flooring with cement color finishing. The Lessor shall provide samples after agreement.
- XIX. The Lessor shall provide two back entrances, one for staff and refuse, and another for goods delivery routes. Additionally, the Lessee requests a Docking area and space for dry and wet refuse.
- XX. The Lessor shall provide solution for bundling boxes.
- XXI. The lessor will look into the installation of skid garbage boxes for garbage management.
- XXII. The Lessor shall provide clean water and wastewater connections.
- XXIII. The Lessor agrees to lease space exclusively to the Lessee as the sole supermarket tenant.
- XXIV. The Lessor shall not lease space to liquor stores (Spirits and wines) or bakeries.
- XXV. The Lessor shall ensure that over 65% of the ground floor is leased within the first year.
- XXVI. The lessor shall provide external signages, as dictated by the lessee's requirements, while internal signages responsibilities remain under the Lessee's obligations.

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- XXVII. The lessor shall provide lessee with fire extinguishers within supermarket area as per the requirements of fire department and all other formalities & payments to fire to be done by lessor.
- XXVIII. The lessor shall be liable for the insurance of the building while the lessee undertakes to insure the furnishings and equipment kept on the premises together as well as to take out a policy against public liability regarding the premises.

LESSEE'S COVENANTS:

The Lessee hereby covenants with the Lessor: -

12. RENT & OTHER PAYMENTS

12.(a) To pay the rent on the days and in the manner set out in this Agreement without any deductions except as aforesaid.

12.(b) To pay and to indemnify the Lessor against: -

- I. All rates, taxes, assessments, duties, charges, impositions and any other costs of a similar nature which are now or during the Lease Term charged, assessed or imposed upon the Rentable Space or upon the occupier of them, **PROVIDED** that this covenant shall not oblige the Lessee to pay any taxes which are, by statute or by nature, payable by the Lessor.
- II. In addition to Rent, Stamp Duty (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Lessee under any of the terms of or in connection with this Lease or in respect of any payment made by the Lessor for such payment, save where such tax is by law recoverable from the Lessor.
- III. Within seven (7) days or immediate after being assessed from the date of receiving two (2) copies of this Agreement to pay to the Tanzania Revenue Office, Withholding Tax, Stamp Duty of the amount which shall have been assessed by the Stamp Duty office and to return to the Lessor one copy of the lease duly stamped and executed. Lessee duty will be sending the documents for assessment, however 1% stamp duty will be paid by the lessor

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- IV. To Deposit one month's Rent with the Lessor in the sum of Tanzanian shillings (TZS 25,625,600) as a security deposit. This amount will be refundable to the Lessee at the end of the Lease.

12(c) Penalty Clauses for Delayed Payments:

- I. If the Lessee fails to pay Rents or any other sum due under this Lease within thirty (30) days of the date due (whether formally demanded or not), the Lessee shall pay to the Lessor interest on the Rents or other sum from the date when the rent and other charges were due to the date of full payment at the rate of 20% per annum. This penalty will not be applicable if the delay is resulted by Lessor's omission.
- II. Nothing in the preceding clause shall entitle the Lessee to withhold or delay any payment of the rent or any other sum due under this Lease after the date upon which they fall due or in any way prejudice, affect or derogate from the rights of the Lessor in relation to such non-payment including (but without prejudice to the generality of the above) the Lessor's right under the proviso for re-entry contained in this Lease. This clause will not be applicable if the Lessee's act is resulted by the Government authority or order of the court.

12(d) Repair, Cleanliness & Replacement of fixtures:

- I. Lessee shall, unless hereinafter specified to the contrary, maintain the said Rental Space in good repair and tenable condition during the continuation of this Agreement except for reasonable wear and tear, damage by the elements or circumstances over which the Lessee had no control which shall be the responsibility of the Lessor. Any damage arising from the intentional acts or negligence of Lessor, its agents or employees is similarly exempt.
- II. The Lessee shall repair the Rental Space and keep them in good substantial condition and shall rectify any damage to the Rental Space where such damage is a consequence

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of any act or default of the part of the Lessee or anyone at the Rental Space expressly or by implication with the Lessee authority and under the Lessee's control.

- III. The Lessee may be required to replace the Lessor's fixtures and fittings, if any, in the Rental Space which may be beyond repair at any time during or at the expiration of the Lease Term as a result of any act, omission or negligence on the part of the Lessee. This requirement will not be applicable for the fair and reasonable wear and tear. In the event the Lessee fails to repair the damage, the Lessee shall forfeit the security deposit deposited under Clause 12(b) (iv).
- IV. During the Lease Term, the Lessee may carry out at their own expense any renovations and improvements to the Rental Space that Lessee considers desirable. Such renovation shall only include basic fit-outs, paints, and furniture. Any other kind of substantial renovation shall require the prior consent of the Lessor subject to the building plan.
- V. The Lessee shall install grease traps.

12 (e) Waste and Alterations on Rental Space:

- a. The Lessee shall not keep/throw any garbage outside the Rentable Space, in any case if the garbage needs to be collected more than twice a day then the Lessee should seek assistance from the maintenance office of the Lessor for collection of such type of Garbage.
- b. The Lessee shall not make any internal structural alternations to the Rental Space or unite the Rental Space with any adjoining premises without:
 - a. Obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents. Making an application to the Lessor in writing supported by drawings and where appropriate a specification in duplicate, prepared by an architect or member of some other appropriate profession or professional organization (who shall supervise the work throughout to completion).

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- b. Paying the reasonable fees of to the Lessor and the Lessor 's professional advisers in connection with the approval of such alterations, and.
- c. Entering into such covenants as the Lessor may reasonably require as to the execution and reinstatement of the alterations.
- d. To remove any additions, alterations or improvements made to the Rental Space at the expiration of the Term if so, required by the Lessor to the reasonable satisfaction of the Lessor or its Surveyor and to repair any parts of the Rental Space which may be damaged by such removal. This sub-clause shall not apply to the erection of internal demountable partitioning of a design and of materials and the layout which are approved in writing by the Lessor subject to the Lessee.

12 (f) User Clauses:

1. Abandoning Premises

The Lessee shall not to cease carrying on business in the Rental Space or leave the Rental Space continuously unoccupied for more than one month without:

- (a) Notifying the Lessor; and
- (b) Providing such caretaking or security arrangements as the Lessor shall reasonably require and the insurers shall require in order to protect the Rental Space from vandalism, theft, damage or unlawful occupation.

12 (g) Pollution:

The Lessee shall not discharge into the Pipes serving the Rental Space any oil or grease or any dangerous objects or poisonous explosive matter or substance and shall take all reasonable measures to ensure that any effluent so discharged into the Pipe will not be corrosive or otherwise harmful to the Pipes or cause obstruction or deposit in them.

12 (h) Ceiling

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- a. The lessee agrees that ceiling shall be of an open, industrial type with aluminum cable trays, incorporating gypsum board with an open-covered pattern as dictated by the air conditioning design.
- b. The Lessee shall not to suspend anything from the walls or ceiling of the premises or use the same for storage of goods or place weight on them without prior notification and consent from the Lessor.

12 (j) Machinery:

The Lessee shall not install or use in or upon the Rental Space any machinery or apparatus which will cause noise or vibration which can be heard or felt in nearby premises or outside the Rental Space or which may cause structural damage.

12 (k) Heating, Cooling and Ventilation:

- I. The Lessee shall not do anything that interferes with the heating, cooling or ventilation systems of the building or which imposes an additional load on any heating, cooling or ventilation plant and equipment in the Rental Space or the building.
- II. The Lessee shall not operate the ventilation equipment in the Rental Space otherwise in accordance with the regulations for such purpose made by the Lessor from time to time.


12 (l) Fire Hazards:

The lessee shall not at any time bring or allow to be brought or kept on the demised premises, nor permit to be done in the premises, any matter or thing or activity whereby the fire or any other insurance policy of the building may be liable to become void or avoidable or whereby the premium for any such insurance may be increased.


Provided that where any premium is increased upwards or the insurance policy becomes void due to the Lessee's breach of the above provision, the Lessee shall be liable for any such increase in premium or any compensation which the Lessor would have been entitled if the insurance policy had not been voided.

12 (m) Other user clauses:

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- I. Not to do in or near the Rental Space any act or thing by reason of which the **Lessor** may under any statute incur, have imposed upon it or become liable to pay any penalty, damages, compensation, costs, charges or expenses.
- II. Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any by-laws applicable to the Rental Space or in regard to carrying on in the trade or business for the time being carried in the demised premises.
- III. Not to do nor allow to remain upon the Rental Space anything which may be or become or cause a nuisance, annoyance, disturbance, injury or damage to the **Lessor** or other **Lessees** or to the owners or occupiers of the adjoining buildings.
- IV. Not to erect any pole, mast, dish or wire (whether in connection with telegraphic, telephonic, radio or television communication or otherwise) upon the premises without the prior written consent of the **Lessor**.
- V. Not to affix or exhibit on the outside of the Rental Space nor display anywhere on the Rental Space any placard, sign, notice, fascia board or advertisement except any sign permitted by virtue of any consent given by the **Lessor** pursuant to a covenant contained in this lease.
- VI. Not to do nor allow to remain on the Rental Space anything which may be or become or cause a nuisance, annoyance, disturbance, injury or damage to the **Lessor** or its other **Lessee s** or to the owner or occupiers of the adjoining buildings.
- VII. Not to use the Rental Space as venue for a sale by auction or for any dangerous, noxious, noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purposes.
- VIII. Not to use the Rental Space other than for Supermarket, Bakery, Coffee shop, Ice cream parlor, and prepared foods and similar nature of business as may be required in the future or carrying out the **Lessee's** licensed and authorized business, as at the date of commencement of the Lease.
- IX. Not to darken or obstruct any windows or light belonging to the premises.
- X. Not to keep or bring any pets in the demised premises.

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- XI. That the Lessor shall not be responsible for security of the Lessee 's goods stored in the demised premises, and the Lessor shall not be liable for any loss or damage to the Lessee's goods stored in the demised premises, howsoever, caused.
- XII. Not to hold the Lessor responsible for any loss or damage suffered by the Lessee due to failure, disconnection or otherwise lack of water or electricity to the demised premises.
- XIII. To indemnify and keep the Lessor indemnified from and against all actions, proceedings, costs, claims and demands by third parties in respect of any damage on liability caused by or arising from the use of the Rental Space by the Lessee or its servants, guests, customers, and agents on the demised premises.
- XIV. To comply with all the municipal and health regulations relating to the demised premises.

12 (n) Sub-leasing and Assignment:

- I. Not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease) part with the possession of the whole or any part of the Rental Space or permit another person to occupy the whole or any part of the demised premises.
- II. Not to underlet or charge any part of the Rental Space without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed and under no circumstances shall the Lessee assign part of the premises.
- III. Not to assign, underlet or charge the whole of the Rental Space without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed, to a Lessee of acceptable standing and financial strength to the Lessor.
- IV. Prior to any permitted assignment to procure that the assignee enters into direct covenants with the Lessor to perform and observe all the Lessee's covenants and all other provisions of this Lease during the residue of the Term.

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- v. That each and every permitted underlease shall be granted for the residue of the Term then remaining (less a nominal reversion) at a rent not less than the open market rental value of the premises to be approved by the Lessor prior to any such rent being payable in advance on the days on which rent is payable under this Lease and shall contain such provisions approved by the Lessor as shall be deemed necessary to make such underlease subject to all the terms and conditions of this Lease, mutatis mutandis.
- vi. Notwithstanding clause 3.7 (a) herein the Lessee may share the occupation of the whole or any part of the Rental Space with, in the case of an intergovernmental organization, another organization affiliated to it or, in the case of a company, a company which is a member of the same group as the Lessee for so long as both companies shall remain members of that group and otherwise than in a manner that transfers or creates a legal estate.
- vii. To pay the Lessor's reasonable charges in connection with the granting and registration of any such under leases or assignments.

12 (o) Lessor's Right of Entry:

- I. To enter upon the Rental Space at reasonable times and upon reasonable prior notice for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed.
- II. To view the state of repair and condition of the demised premises.
- III. To give to the Lessee (or leave upon the premises) a notice specifying any repairs, cleaning maintenance and painting that the Lessee has failed to execute in breach of the terms of this Lease and to request the Lessee to execute the same as soon as reasonably practicable.
- IV. To permit the Lessor at any time during the last six months of the Contractual Term and at any time thereafter (or sooner if the rents or any part of them shall be in arrears and unpaid for longer than **twenty eight days (28)**) to enter upon the Rental Space and affix and retain anywhere upon the premises a notice for relating the premises and during such period to

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permit persons with the written authority of the Lessor or its agent at reasonable times of the day to view the demised premises.

- V. To permit upon reasonable notice at any time during the Term prospective purchasers of or agents instructed in connection with the sale of the Lessor's reversion or of any other interest superior to the Term to view the Rental Space without interruption provided they are authorized in writing by the Lessor or its agents.

12 (p) Indemnity for Non- Statutory Expense:

- I. To pay to the Lessor on an indemnity basis all reasonable and proper costs, fees, chargers, disbursements, and expenses (including without prejudice to the generality of the above those payable to legal counsel surveyors and bailiffs) properly incurred by the Lessor in relation to or incidental to:
- a. Every application made by the Lessor for a consent or license required by the provisions of this Lease Agreement whether such consent or license is granted or refused or preferred subject to any lawful qualifications or condition or whether the application is withdrawn (but not where consent is unreasonably withheld or proffered subject to unreasonable conditions contrary to the express provisions of this Lease)
 - b. The recovery or attempted recovery of arrears of rent or other sums due from the Lessee.
 - c. Any steps taken in contemplation of or in direct connection with the preparation and service with good cause of a schedule of dilapidation during or within six months after the expiration of the term but in all respects relating to matters arising during the Term.
- II. To be responsible for and to keep the Lessor fully indemnified against all damages, losses, costs, expenses, actions proceedings, claims and liabilities made against or suffered or incurred by the Lessor arising directly or indirectly out of:
- a. Any act, omission or negligence of the Lessee or any persons at the Rental Space expressly or impliedly with the Lessee 's authority and under the Lessee 's control,
- or

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- b. Any breach or non-observance by the Lessee of the covenants, conditions, or other provisions of this Lease Agreement or any of the matters to which this demise is subject.

12 (q) Yielding Up:

At the expiration of the Term:

- a. To yield the Rental Space in good and substantial repair in accordance with the terms of this Lease. Provided that the Lessee shall pay a sum of equivalent to any loss of rent incurred by the Lessor (which shall be calculated at the open market rent for the demised premises) during such period as is reasonably required for the carrying out of works at the expiration of term.
- b. any breach of repair and decoration covenants.
- c. To give up all keys of the Rental Space to the Lessor.
- d. To remove all signs erected by the Lessee upon or near the Rental Space and immediately to make good any damage caused by such removal.

13. NOTICES:

- i. Upon becoming aware of the same to give notice to the Lessor of any defect in the Rental Space which might give rise to an obligation on the Lessor to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Lessor pursuant to any law.
- ii. To give full particulars to the Lessor of any notice, directions, order or proposal for the Rental Space made, given or issued to the Lessee by any public authority within fourteen days or receipt and if so required by the Lessor to produce it to the Lessor and without delay to take all necessary steps to comply with the notice or direction or order and at the request of the Lessor the Lessee to make or join with the Lessor in making such objection or representation against or in respect of any notice, direction order or proposal as the Lessor shall reasonably deem expedient.

14 FIT-OUT PERIOD:

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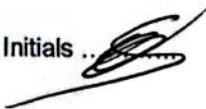
- i. The Lessee shall supply plans for all the proposed **Fit outs works** including Electrical and data wiring to the Lessor for approval.
- ii. The Lessee shall during the Fit-out period allow the Lessor to visit and inspect the Fit outs from time to time to ascertain that the same is being conducted in compliance with the approved drawings.

15. REPRESENTATIONS, CONDITIONS AND WARRANTIES:

- I. The Lessor represents and warrants that:
 - a. There is no litigation, actual or pending at the date of execution of this Agreement, which relates to the Lessor and/or to which the Lessor is a party or of which the Lessor is aware which would materially affect both the Lessor's and Lessee's ability to perform their obligations under this Agreement and the transactions contemplated herein.
 - b. All negotiations relative to this Agreement and the transactions contemplated herein have been carried on so far as the Lessor is aware by the Parties hereto without intervention of any other person or firm in such manner as to give rise to any valid claim against any of the Parties hereto for a broker's commission, finder's fee or other like payment to any person or entity.
- II. The Lessee represents and warrants that:
 - a. The Lessee has examined the demised premise and is satisfied that the same is fit for the purposes of this Lease.
 - b. The Lessee further represents and warrants that the person who executes this Lease Agreement is vested with authority and/or capacity to enter into this Agreement.

16. GENERAL CLAUSES:

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- I. The effectiveness, invalidity or unenforceability of any provision or part thereof of this Lease Agreement shall not affect any other provision or the remainder thereof all of which shall remain in full force and effect.
- II. Each of the Lessee's covenants shall remain in full force both at law and in equity notwithstanding that the Lessor shall have waived or released temporarily any such covenant or waived or released temporarily or permanently, revocably or irrevocably a similar covenant or similar covenants affecting the leases with other Lessees of premises in the building.
- III. The Lessor shall not be responsible to the Lessee or to anyone at the Rental Space expressly or by implication with the Lessee's authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the demised premises, except to the extent that such an accident, happening, injury, damage or loss is due to the act or neglect of the Lessor.
- IV. This Lease embodies the entire understanding of the parties relating to the Rental Space and to all the matters dealt with by any of the provisions of this Lease.
- V. This Lease Agreement shall not be construed to create any rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation or undertaking established herein.
- VI. This Lease Agreement may be executed in any number of counterparts, and upon execution by the Parties, each executed counterpart shall have the same force and effect as an original instrument and/or as if the Parties had signed the same instrument.
- VII. Neither the whole Agreement nor any provision herein may be amended except by an instrument in writing signed by both Parties herein.
- VIII. The headings contained in this Lease Agreement are solely for the convenience of the Parties and should not be used or relied upon in any manner in the construction or interpretation of this Agreement.
- IX. If after the Lessee has vacated the Rental Space on the expiry of the Term any property of the Lessee remains in or on the Rental Space and the Lessee fails to remove it within twenty one days after being requested in writing by the Lessor to do so or if after using its reasonable endeavors the Lessor is unable to make such a request to the Lessee within twenty eight days from the first attempt so made by the Lessor: -

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- a. The Lessor may as the agent of the Lessee sell such property and the Lessee will indemnify the Lessor against any liability incurred by it to any third party whose property shall have been sold by the Lessor in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Lessee.
- b. If the Lessor having made reasonable efforts is unable to locate the Lessee, the Lessor shall be entitled to retain such proceeds of sale absolutely unless the Lessee shall claim them within six months of the date upon which the Lessee vacated the demises premises.
- c. The Lessee shall indemnify the Lessor against any damage occasioned to the Rental Space and any actions, claims, proceedings, costs, expenses and demands made against the Lessor caused by or related to the presence of the property in or on the demised premises.

17. EASEMENTS AND OTHER RIGHTS OF THE LESSEE:

The Lessee and all persons expressly or by implication authorized by it shall have the right in common with the Lessor and all other persons having a like right, to use the building's common parts for the purposes of access to and egress from the building and for all purposes in connection with the use and enjoyment of the Rental Space including the right: -

- a. To have access to and egress from the car park area on specific spaces allocated by the Lessor for private motorcars PROVIDED that the Lessor by a written notice may reposition or reallocate the car parking spaces for the interest of good estate management.
- b. To use such toilets in the building reasonably proximate to the Rental Space as shall be designated by the Lessor from time to time. (Except those included within another Lessee 's demise).

18. LAW AND DISPUTE SETTLEMENT:

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- I. This lease shall be governed by and construed in accordance with the laws of the United Republic of Tanzania. Any dispute arising from the interpretation of this Agreement shall be determined by the Court of Tribunal with competent jurisdiction in United Republic of Tanzania.
- II. If any dispute arises between the Lessee and other Lessees or occupiers of the Premises as to any easement, right or privilege in connection with the use of common area of the Premises Rental Space and/or any other part of the Premises or as to the boundary structures separating the Premises Rental Space from any other property, it shall be decided by the Lessor or in such manner as the Lessor shall reasonably direct or at the Lessor's option by the Surveyor acting as an expert and not as an arbitrator. Both parties will have right of legal representation.

19. CONFIDENTIALITY:

- I. During the Lease Term and after its termination, the parties shall maintain strict confidentiality with respect to all terms of this Agreement, as well as any other information obtained in connection with the Agreement. This obligation of confidentiality shall not be waived, except by written consent of all parties.
- II. The parties shall not disclose, directly or indirectly, any confidential information to any third party without the prior written consent of all parties. Furthermore, the parties shall take all reasonable steps to ensure that their respective employees, agents, and representatives are aware of and comply with this confidentiality obligation except by the order of the court or government authority.
- III. Any breach of this confidentiality clause shall entitle the injured party to seek damages and equitable relief, including but not limited to an injunction restraining the disclosure of confidential information.

20. NOTICES:

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All notices, consents, approvals, and other communications required or permitted to be given to the parties hereunder shall be in writing and addressed to them at the respective addresses first given by them in this Lease, or to such other address, of which either of them, as the case may be, shall notify the other in the manner stated in this paragraph.

I. In the case of the Lessor: -

ZADOCK ENOCK KOOLA

P.O BOX 71035,

Dar es Salaam

Tanzania.

On the same day of the notice, the scanned notice document must be scanned and sent to the following email Zadock@zekgroup.com

II. In the case of the Lessee: -

ABDUL JAMANI

P.O. BOX 23435,

Dar Es Salaam

Tanzania.

On the same day of the notice, the scanned notice document must be scanned and sent to the following email: abdul@village-supermarket.com

21. FORCE MAJEURE:

- I. Whenever the Rental Space or any essential part thereof shall be destroyed or rendered unfit or unavailable for further tenancy through fire, earthquake, flood, storm, war, civil disturbance, government action or other similar casualty or event beyond the Lessor's control this Lease shall, at the option of the Lessee, immediately terminate. In the case of partial destruction, damage, unfitness or incapacity, this Lease may be terminated in whole or in part at Lessee's option. Should the Lessee exercise this option, he shall

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provide written notice to the Lessor and no rent shall accrue to the Lessor after such termination, which shall be effective as of the date of the premises being rendered unusable.

- II. If this Lease is terminated, the Lessor shall within Ninety days (90) business days of termination refund all advance rental payments in excess of rental liability accrued as calculated by multiplying the rental rate per day times the number of days of Lessee 's occupancy under the Lease from the beginning of the current quarter, or the commencement of the Term whichever date is later, to the date of termination.
- III. Should the Lessee elect to remain in the Rental Space rendered partially untenable, the Lessor shall be obligated to proceed with all reasonable diligence and expedition to restore or repair the premises to the condition in which they were immediately prior to such destruction or damage. It is agreed that if the said repairs are made, the materials used shall be at least equal to those that existed at the time of the said damage. In this event, the Lessee shall be entitled to a proportionate reduction of rent from the day of such partial destruction until the said restoration is completed.
- IV. In addition, the Term shall be automatically extended for such period of time as may be necessary to offset any period for which the rent has been suspended under the foregoing provisions.

22. TERMINATION CLAUSE:

- I. This Agreement shall terminate on the expiry of the Lease Term. Provided that the Lessee gives three (3) months written notice prior to the expiry of the Lease Term, notification of his intention to renew, and the Lessor is willing to renew the lease to the Lessee, the Agreement will be renewed for a further six years subject to agreement of terms and conditions between the parties.
- II. The Lessor will not unnecessarily refrain the renewal of the lease term within the initial 20 years.
- III. If the Lessee shall desire to terminate this Agreement earlier than the Lease Term, the Lessee shall give to the Lessor three months' prior notice in writing of such desire and shall up to the time of such termination pay the Rent and reasonably observe and

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perform its obligations under the Agreement. Such notice can only be issued after a lapse of the initial twelve (12) calendar months from the date of commencement of the lease unless agreed mutually by both parties. The Lessee will have a right of terminating this agreement on occurrence of the following:-

(a) Materially breach the warrants and terms of this agreement

(b) The Lessor enters liquidation or is declared bankrupt whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or has a receiver or administrative receiver appointed.

IV. Then immediately on the expiration of such notice the Rental Space and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.

V. In the event such notice is not issued, the Lessee will be required to forfeit the amount paid as security deposit. This will not offset any part of the dues outstanding as at that date.

VI. Lessor shall have right to terminate this Agreement before the expiry of the Lease term upon the occurrence of one or more of following events; -

a. The Rent (or any other monies) due under this Lease are outstanding for thirty days after becoming due and provided that they have been formally demanded or.

b. The Lessee enters liquidation or is declared bankrupt whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or has a receiver or administrative receiver appointed.

DISPUTE RESOLUTION:

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Any dispute or difference arising out of or in connection with this Agreement shall be amicably mediated between the parties within thirty (30) days from the occurrence of the dispute. However, when such settlement cannot be reached, the matter shall be referred to the court of competent jurisdiction.

GOVERNING LAW:

This Agreement shall be governed by the laws of the United Republic of Tanzania. This Lease shall not be modified and/or amended in any way except by a written instrument executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of 26th Day of March 2024.

SEALED with the COMMON SEAL of the said DAR

VILLAGE LIMITED and DELIVERED at DAR ES SALAAM

In the presence of us this 26th day of March 2024

Lessor Initials ...



Lessee Initials ...



Dar Village

LESSOR

WITNESSED BY:

Signature: [Handwritten Signature]

Name: GILBERT H. MUSHI

Postal Address: 14495 DSM

Designation: ADVOCATE



Signature: [Handwritten Signature]

Name: ZADOCK ENOCK KOOCA

Postal Address: P.O BOX 71035 DSM

Designation: **MANAGING DIRECTOR/CHAIRMAN**

Chairman Signature

SEALED with the COMMON SEAL of the said VILLAGE

SUPERMARKET LIMITED and DELIVERED at DAR ES SALAAM

In the presence of us this 26th day of March 2024



TENANT

WITNESSED BY:

Lessor Initials [Handwritten Initials]

Lessee Initials [Handwritten Initials]

Dar Village

Signature: Rizwan

Name: Rizwan Ahmad Khan

Postal Address: PO Box 23435 Dar es Salaam.

Designation: GENERAL MANAGER

Signature: A. Jamani

Name: ABDUL JAMANI.

Postal Address: P.O. BOX 23435 DAR ES SALAAM.

Designation: DIRECTOR

BEFORE ME

Name: ALAIS RUNDYA MWASHA

Signature: [Signature]

Postal Address: 13260 DAR ES SALAAM



Qualification: Advocate, Notary Public and Commissioner for Oaths

26/03/2024

Lessor Initials [Signature]

Lessee Initials [Signature]