



LEASE AGREEMENT
in respect of
FARM NO.5/2, LO.NO.249790, SITUATED IN DAKAWA AREA, MVOMERO DISTRICT, MOROGORO REGION,
TANZANIA
HELD UNDER CERTIFICATE OF OCCUPANCY WITH TITLE NO.79498

between

TANZANIA COMMERCIAL BANK PLC
as Lessor

and

CAPWELL INDUSTRIES (TANZANIA) LIMITED
as Lessee

BOWMANS TANZANIA LIMITED
2nd Floor, The Luminary
Chr. Halli Sakaile and Choto Roads
Masaki, Dar es Salaam
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*This is to certify
the seal was
fixed this 17th
whereas well
in the presence
presence etc*



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This Lease Agreement is entered into and made this 21st day of October 2025.

BETWEEN:

- (1) **JANZANIA COMMERCIAL BANK PLC**, a private company limited by shares duly incorporated in Mainland Tanzania under the Companies Act whose registered office address is located at 10th Floor, LAPF Towers, Bogamoyo Road, Opp Makumbusho Village, Kijitonyama, P.O. Box 9300, Dar es Salaam, Tanzania (hereafter referred to as the **Lessor** which expression, unless the context does not so permit, shall include the Lessor's successors in title and permitted assigns); and
- (2) **CAPWELL INDUSTRIES (TANZANIA) LIMITED**, a private company limited by shares duly incorporated in Mainland Tanzania under the Companies Act with registered company number 186118316 of Plot No.574 2nd Floor, the Luminary Cnr Haile Selassie and Chole Roads Masaki, P.O. Box 78552, Dar Es Salaam, Tanzania (hereafter referred to as the **Lessee** which expression, unless the context does not so permit, shall include the Lessee's successors in title and permitted assigns).

each hereinafter referred to as a **Party** and collectively as **Parties**.

WHEREAS:

- A. The Lessor is a mortgagee over the land comprising a rice mills factory with Certificate of Occupancy Number 79498 located at Farm No. 5/2, L.O. No. 249790, situated in Dakawa Area, Mvomero District, Morogoro Region, Tanzania, (the **Property**);
- B. The Lessor, in its capacity as mortgagee over the Property and in exercise of its statutory right and power of sale pursuant to section 142 of the Land Act, has entered into a land sale agreement with the Lessee dated 17th September 2025 for the sale of the Property (the **Land Sale Agreement**);
- C. Pursuant to clause 4.6 of the Land Sale Agreement, the Lessor agreed to grant occupation of the Property to the Lessee on interim basis after receipt of deposit of TZS 389,400,000 (Tanzanian Shillings three hundred eight-nine million, four hundred thousand) from the Lessee (the **Deposit**); and
- D. Accordingly, the Lessee has paid the Deposit, which the Lessor has acknowledged receipt of, and the Lessor is desirous of leasing the Property to the Lessee subject to the terms set forth in this Agreement.

IT IS HEREBY AGREED THAT:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

For the purposes of this Agreement and the preamble above, unless the context requires otherwise:

- 1.1.1 **Agreement or Lease** means this lease agreement;
- 1.1.2 **Land Sale Agreement** has the meaning given to it in Recital B;
- 1.1.3 **Law** means any constitution, statute, regulation, order, directive, guideline, by-law, or judgement having the force of law in the United Republic of Tanzania and **Laws** shall be construed accordingly;
- 1.1.4 **Property** has the meaning given to it in Recital A;
- 1.1.5 **Rent** has the meaning given to it in clause 4.1;
- 1.1.6 **Signature Date** means the date of this Agreement; and
- 1.1.7 **Term** has the meaning given to it in clause 3.

1.2 Interpretations

- 1.2.1 In this Agreement any reference to any document means that document as is supplemented, amended or varied from time to time between the Parties thereto in accordance with the terms (if applicable) hereof and thereof.
- 1.2.2 In addition to the definitions in clause 1.1, unless the context requires otherwise:
 - 1.2.2.1 the singular shall include the plural and vice versa;
 - 1.2.2.2 if figures referred in numerals and in words and there is any conflict between the two, the words shall prevail;
 - 1.2.2.3 a reference to any one gender, whether masculine, feminine or neuter, includes the other two;
 - 1.2.2.4 a reference to a person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality) and that person's legal and personal representatives, successors and permitted assigns;
 - 1.2.2.5 a reference to a clause is, subject to any contrary indication, construed as a reference to a clause of this Agreement and a reference to the schedule is construed as a reference to the schedule of this Agreement; and
 - 1.2.2.6 the *ejusdem generis* principle of construction shall not apply to this Agreement. Accordingly, the general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things by examples falling within the general words. Any phrase introduced by the terms including, include and in particular or any similar expression shall be construed as illustrative without limitation and shall not limit the sense of the words preceding those terms.

1.2.2.7 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation made from time to time under it.

1.2.3 All headings and sub-headings in this Agreement are for the convenience only and are not to be taken into account for the purposes of interpreting it.

1.2.4 Any reference to a day in this Agreement shall mean a period of twenty-four (24) hours running from midnight to midnight and when any number of days or (Business Days) is prescribed in this Agreement, the same shall exclude the first and include the last day or Business Day and any relevant action or notice may validly be done or given on the last day.

2. AGREEMENT TO LEASE

2.1 Subject to the terms of this Agreement, the Lessor hereby agrees to lease and Lessee hereby agrees to lease from the Lessor the Property together with all the buildings and improvements now or hereafter located thereon and affixed thereto, any and all privileges, easements, and belonging thereto or granted herein, with effect from the date of this Agreement and the Lessee shall hold the same for the terms hereinbelow agreed.

3. TERM

3.1 This Lease Agreement shall commence on the Signature Date and shall remain in force until the Pre-Surrender Date, being a date selected by the Lessee in accordance with clause 6.4 of the Land Sale Agreement.

4. RENT

4.1 The Parties acknowledge that, in consideration of the Deposit, the Lessee shall occupy the Property rent-free.

5. USE OF THE LEASED PROPERTY

- 5.1 Lessor shall not impose any restriction on the use of the Property provided that the Lessee shall not:
- 5.1.1 use the Property for any purpose or in any manner that is illegal, hazardous or dangerous, or would cause loss, damage, injury, nuisance, inconvenience or interference of privacy to the neighbouring areas;
 - 5.1.2 do anything to or on the Property that invalidate or may invalidate, in whole or in part, any insurance effected by the Lessor in respect of the Property or neighbouring properties;
 - 5.1.3 permit any trespass on the Property;
 - 5.1.4 obstruct any public road, footpath, right of way or the accessway or any means of access to the Property;
 - 5.1.5 use the Property for landfill or for the storage, treatment, incineration, recovery or disposal of waste; and
 - 5.1.6 do anything that is illegal and contrary to the Laws of Tanzania.

6. COMPLIANCE WITH LAWS

- 6.1 The Lessee shall comply with all laws relating to:
- 6.1.1 the Property and the occupation and use of the Property by the Lessee in line with the conditions for use of the Property stipulated in the Certificate of Occupancy;
 - 6.1.2 any works carried out on the Property; and
 - 6.1.3 all materials kept at or disposed of from the Property.

7. LESSOR'S COVENANTS

The Lessor covenants to the Lessee as follows:

- 7.1 Provided that the Lessee complies with the obligations in this Lease, the Lessee shall have quiet enjoyment of the Property without any interruption from the Lessor, its agents and authorised third parties or any other person claiming under the Lessor.
- 7.2 The Lessor shall not demand or charge any rent for the entire Term of this Agreement.
- 7.3 The Lessor shall not create or permit to subsist any mortgage, lien, encumbrance, easement, restrictive covenant, lease or licence affecting the Property or the Lessee's interest during the Term.
- 7.4 The Lessor represents and warrants the following:
 - 7.4.1 the Lessor is the mortgagee in lawful occupation of the Property with full right and authority to grant this Lease;
 - 7.4.2 the Property is free of encumbrances and adverse claims; and
 - 7.4.3 execution and performance of this Agreement does not and will not breach any obligation binding on the Lessor or any statutory provision.

8. ASSIGNMENT

- 8.1 Except expressly provided in this Agreement, neither Party may assign or grant any encumbrance over any of its rights under this Agreement without prior written consent of the other Party.
- 8.2 The Lessor may not assign, transfer or otherwise dispose of his interest in the Property or under this Agreement without the prior written consent of the Lessee (which may be withheld in the Lessee's absolute discretion) and unless the transferee assumes in writing all obligations of the Lessor herein.
- 8.3 The rights and obligations of the Parties shall continue for the benefit of, and shall be binding on, their respective permitted assignee and successor in title.

9. ENTIRE AGREEMENT

- 9.1 This Agreement, any other document referred to in it, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each Party acknowledges that in entering in this Agreement and any document referred into it, it is not relying on and shall have no right or remedy in respect of

any statement, misrepresentation, assurance, or warranty (whether of fact or of law and whether made innocently or negligently) of any person other than as expressly set out in this Agreement or those documents or as made fraudulently.

10. TERMINATION

- 10.1 This Agreement shall remain in force until the earlier of the following:
- 10.1.1 the expiry of the Term; or
 - 10.1.2 the title to the Property being transferred in full to the Lessee.
- 10.2 Termination of this Agreement shall be without prejudice to any rights or remedies accrued under this Agreement prior to termination.
- 10.3 Notwithstanding the above, the Lessor shall indemnify and hold harmless the Lessee from and against any and all claims, losses, damages, liabilities, costs and expenses arising out of or in connection with any breach of the Lessor's representations, warranties or covenants, or any defect in title to the Property.

11. MISCELLANEOUS

- 11.1 Any waiver of right under this Agreement is only effective if it is in writing and signed by the waiving and consenting party and it applies only in circumstances for which it is given and shall not prevent the Party who has given the waiver or consent from subsequently relying on the provision it waived.
- 11.2 No failure or delay to exercise any power, right or remedy by any Party under this Agreement or by law shall operate as a waiver of that right, power or remedy or shall prevent future exercise in whole or in part thereof and no single or partial exercise by any Party of any right, power or remedy shall preclude or restrict its further or the exercise of any other right, power or remedy.
- 11.3 The provisions of this Agreement shall not merge on the sale and purchase of the Property (including on surrender or derivative grant) so far as they remain to be observed or performed.
- 11.4 Except to the extent specifically provided otherwise, the rights and remedies of the Parties provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by the law.
- 11.5 Each of the provision of this Agreement is severable and distinct from others and, if at any time one or more of these provisions (or part provision) is or become invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provision (or part provision) shall not in any way be effected or impaired and shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable, and legal if some part of it were deleted, the provisions shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 11.6 No amendment or variation to this Agreement shall be effectual or binding on the Parties unless it is in writing and duly executed by or on behalf each Party.
- 11.7 This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original and such counterpart or duplicates shall together constitute one and the same agreement.

LESSOR:

EXECUTED by
TANZANIA COMMERCIAL BANK PLC
by affixing its common seal
in our presence

Name:

Designation:

Signature:

Director
MUNDAKWEI KARIKI
Chief Manager Planning
TANZANIA COMMERCIAL BANK PLC.
DAR-ES-SALAAM

Name:

Designation:

Signature:

Director / Secretary
Innocent Mhina
Chief Manager Fraud and Litigation
TANZANIA COMMERCIAL BANK PLC.
DAR-ES-SALAAM

LESSEE:

EXECUTED by

CAPWELL INDUSTRIES (TANZANIA) LIMITED

by affixing its common seal

in our presence

Name:

RAJAN D. SHAH

Designation:

Director

Signature:

[Handwritten Signature]

Name:

CHEJAN D. SHAH

Designation:

Director / Secretary

Signature:

[Handwritten Signature]

