

## CONSOLIDATED SUB - LEASE AGREEMENT

This lease agreement is made this 07<sup>th</sup> day of August 2025

### BETWEEN

**JAN INTERNATIONAL LIMITED** of Dar es Salaam, Tanzania (Hereinafter referred to as the “LESSOR” which expression shall, where the context so admits, include its successors in title) of one part.

### AND

**ARBAB INVESTMENTS LIMITED** of P. O. Box 24174-Dar es Salaam (Hereinafter referred to as the “LESSEE” which expression shall, where the context so admits, include its successors in title) of the other part.

**WHEREAS the LESSOR** is a principal lessee of Plot No 85&86 ADA ESTATE. -Kinondoni Municipality Dar es Salaam (Hereinafter referred to as the Demised Premises”); and has agreed to lease the said demised premises to the **LESSEE** to hold and enjoy the same for establishing a pharmaceutical and any incidental business

### NOW THIS AGREEMENT WITNESSETH as follows:

1. **CONSIDERATION:** That in consideration of the rent and Lessee’s covenant herein after reserved and contained, **THE LESSOR HEREBY DEMISES** unto the Sub Lessee for the payment of (Tshs.600,000/=) monthly, which will be payable for six months (06) to the tune of (Tshs 9,600,000) **exclusive of the Withholding tax and stamp duty**
2. **LEASE PERIOD:** The Lessee shall **HOLD the** demised premises for a term of **six (06) Months** from the **01<sup>st</sup> August,2025 to 30<sup>th</sup> February,2026** subject to renewal for further terms upon mutual agreement on the terms and conditions as the parties shall agree.
3. The Lessee **HEREBY COVENANTS** with the Lessor to the intent that the obligations shall continue throughout the said terms and conditions as follows:
  - i) To keep the demised premises and all the fixtures, sanitary, water apparatus, electric wiring and fittings thereof in good and tenantable repair and condition
  - ii) At all time of the lease period to use the demised premises for **business purposes only.**

- iii) At all times to keep the demised premises in good and substantial repair and maintenance of the leased premises.
  - iv) Not to assign, sub-let or delegate the leased premise to any other third party except for the prior written consent from the Lessor.
  - v) To pay all charges for **water, electricity waste** per month, as per usage.
  - vi) To permit the Lessor or its agents and servants at all reasonable times in the day to enter upon and view the condition of the demised premises and to give or leave on the demised premises notice in writing of such defects and want of repair there found which the Lessee is liable to make good under the covenants hereinbefore contained.
  - vii) To use and occupy the demised premises exclusively as may be and for the usual trade of the Lessee and not for any other purposes.
4. The Lessor **HEREBY COVENANTS** with the Lessee as follows: -
- i) To make sure that the Lessee holds peacefully and enjoys the demised premises throughout the tenancy period without any interruption.
  - ii) That the Lessor has good right and full power to demise unto the Lessee the Demised Premises in the manner aforesaid.
  - iii) To keep common parts and common installations and facilities including common passage and walk ways in proper state of repair.
  - iv) General maintenance of the common area of the building including common area lighting.
  - v) The Lessor shall handover to the Lessee the demised premises, its fixtures and fittings equipment's (if any) in good clean and usable condition at the commencement of the tenancy period.
  - vi) To keep the main structure of the Demised premises in good condition



- vii) The Lessor shall repair any damage to the demised premises for which the Lessor is responsible in terms of this Lease Agreement, within seven (7) days after becoming aware of such defect.
- viii) The lessor is entitled to the Demised Premises and all the rights, title and interests in the demised premises vests absolutely with the lessor and the lessor is entitled to give the demised premises on lease hereunder without any hindrance whatsoever.
- ix) That, there is no Case pending in any court or tribunal within the United Republic of Tanzania relating to the demised premises that would prejudice the Lease herein granted to the Lessee.
- x) The Lessor shall refund the Lessee if the damage caused are free from Lessee's fault or negligence.
- xi) The lessor undertakes to sign any document where his signatures as the owner of the demised premises is an essential requirement for submission by the lessees to various authorities to obtain regulatory or other clearances for the setting up its offices/business.
- xii) Upon expiration of the Tenancy period hereby granted the Lessor has at liberty to review the rent to match with the market value.
- xiii) If and whenever the covenants hereby reserved are not adhered to or if and whenever the Tenant shall not in all things well and truly observe, perform and fulfil all the covenants herein contained, the Lessor shall lawfully re-enter upon the demised premises and again re-possess the said Demised Premises.

## 5. TERMINATION

- i) Either party may terminate this agreement by giving the other party a three (3) months' notice. If either party hereto materially breaches this Lease or defaults in the performance of any obligations hereunder and such breach has not been cured within thirty (30) days after written notice has been given to the defaulting party, the non-defaulting party may forthwith terminate the lease upon written notice being delivered to the party in the breach, **PROVIDED THAT** the liabilities of



all dues arising from the agreement after the termination of the lease shall be borne by the Lessee.

**6. NOTICE FOR RENEWAL OF THE AGREEMENT.**

If the Lessee shall be desirous of taking a new lease of the demised premises after the expiration of the terms hereby agreed, the Lessee shall deliver to the Lessor notice in writing not less than three (3) calendar months before the expiration of the terms hereby agreed.

**7. DISPUTE RESOLUTION CLAUSE**

All disputes or differences whatsoever which shall arise between the parties hereto concerning this lease shall be referred to the arbitrator to be appointed by the party's decision which shall be governed by the provisions of the Arbitration Act, [Cap 15 R.E. 2002] or any statutory modification. The decision of the arbitrator shall be final and conclusive in respect of that dispute; however, this shall not preclude the High Court of Tanzania to review the said decision.

**8. LAWS APPLICABLE.**

The construction, validity and performance of this lease shall be governed in all respects by the laws of the United Republic of Tanzania

**9. FORCE MAJEURE:** It is further agreed that none of the parties to the agreement shall be liable for failure to perform their respective obligations so long as observance or performance of such obligations is prevented by *Force majeure*.

**IN WITNESS WHEREOF** the parties hereto have executed these presents in the manner and on the day hereinafter appearing.

**SIGNED and DELIVERED at Dar es Salaam**

By..... on behalf of  
**JAN INTERNATIONAL LIMITED**

Who is personally known to me or introduced to me

By ....., the latter being  
Known to me personally in my presence this

..... day of ..... 2025

**BEFORE ME:**

Signature:.....



**LESSEE**

**SIGNED and DELIVERED at Dar es Salaam**  
By Handwritten Signature on behalf of  
**ARBAB INVESTMENTS LIMITED**

Who is personally known to me or introduced to me  
By ..... , the latter being  
Known to me personally in my presence this  
..... day of ..... 2025

Handwritten Signature

**LESSEE**

**BEFORE ME;**

Signature: Handwritten Signature

