

THE LAND ACT

[CAP. 113 R.E. 2019]

LEASE AGREEMENT

BETWEEN

**THE REGISTERED TRUSTEES OF HINDU
UNION MWANZA
(the Lessor)**

AND

**ES HEALTH (AFRICA) PVT LIMITED
(the Lessee)**

**IN RESPECT OF THE PROPERTY KNOWN AS HINDU UNION
HOSPITAL, PLOT NO. 182 BLOCK 'Z' BUGANDO, MWANZA
CITY**



Peruvyas



LEASE AGREEMENT

This Agreement is made this 20 day of September 2024

BETWEEN

THE REGISTERED TRUSTEES OF HINDU UNION MWANZA, duly registered as Charitable Institution under the Laws of Tanzania whose address is P.O. Box 192, Mwanza (hereinafter called the "Lessor" which expression shall include and extended to persons or entities deriving title under the Lessor, its successor, and assigns) of the one part;

AND

ES HEALTH (AFRICA) PVT LIMITED duly registered as body corporate under the Laws of the United Republic of Tanzania and having its registered office address at P.O. Box 5282, Mwanza (hereinafter called the "Lessee" which expression shall include and extend to persons or entities deriving under the Lessor, its successors, and assigns) of the other part.

WHEREAS the Lessor is the registered owner of a landed property known as Hindu Union Hospital located on Plot No. 182 Block 'Z' Bugando, Nyamagana district, Mwanza region in the United Republic of Tanzania herein referred to as "the demised premises" inclusive of all fixtures and fittings and building created thereon;

WHEREAS the Lessor has agreed to lease the Demised Premises to the Lessee pursuant to the dictates, terms, and conditions of this lease agreement:

NOW THEREFORE, THIS LEASE AGREEMENT WITNESSETH AS HEREUNDER:

Article 1: of the Definitions

- "agreement" means the instant lease agreement between the Lessor and Lessee.
- "Commencement date" means the 15th day of January 2025.
- "Demised Premises" means the landed property known as Hindu Union Hospital located on Plot No. 182 Block 'Z' Bugando Hill, Nyamagana district, Mwanza region in the United Republic of Tanzania.
- "due date" "date for rent payment, depending on a particular month, falling either on 30th or 31st of a month.
- "grace period" means the period between 1st December, 2024 and 14th January 2025 wherein the Lessee will be undertaking renovation(s) on the Demised Premises, at their own costs.

Porvya

- “parties” or “party” when mentioned as parties signify both jointly and severally the Lessor and the Lessee, and when mentioned as party signify either the Lessor or the Lessee as the context may dictate.
- “rent” means the amount of rent payable by the Lessee for and in favour of the Lessor as per the terms and conditions of this agreement.
- “term” means the duration of this agreement inclusive of the renewal terms.

Article 2 of the Lease, Purpose and Rent

The Lessor hereby lets to the Lessee the Demised Premises, to use and hold the said Demised Premises for **HEALTH SERVICES (HOSPITAL) USES**, and any other aligned purposes for a term of **four (4) years** commencing the **01st day of January, 2025** to the **31st day of December, 2029** with mandated renewal of two consecutive terms of three (3) years each.

Article 3 of the Rent and Mode of Payment

The rent forming consideration of this agreement shall be chargeable and payable as hereunder: -

- i. For a period from 1st January 2025 to 30th March 2025 the rent chargeable shall be United States Dollars Five Thousand (USD 5,000) per month, payable in the equivalent amount in Tanzania Shillings at the market exchange rate.
- ii. For a period from 1st April 2025 to 30th June 2025 the rent chargeable shall be United States Dollars Seven Thousand Five Hundred (USD 7,500) per month, payable in the equivalent amount in Tanzania Shillings at the market exchange rate.
- iii. For a period from 1st July 2025 onwards the rent chargeable shall be United States Dollars Ten Thousand (USD 10,000) per month, payable in the equivalent amount in Tanzania Shillings at the market exchange rate.
- iv. Rent shall be paid through the hereunder bank details and bank slip handed over to the Lessor:
Bank Name: **EXIM BANK (T) LIMITED**
Bank Branch: **MWANZA**
Account Name: **HINDU UNION HOSPITAL**
Account Number: **0740065005**
- v. Upon delay in payment of monthly rent herein prescribed that is reckoned from the due date of each month, the Lessee is granted with a grace period of 14 days from the due date. Any delay to make payment after the grace period shall attract a monthly penalty of 2% of the monthly rent.

- vi. The rent payable under this provision shall be paid in a sum of three (3) months in advance.
- vii. The parties herein shall hold a discussion on a new rent rate after the expiry of the term of this agreement; and a new rent may be agreed by the parties and shall take effect after execution of a written instrument to that effect.

Article 4

of the Covenants by the Lessee to the Lessor

The Lessee hereby covenants with the Lessor as follows: -

- i. To pay the reserved rent in the manner herein provided.
- ii. To pay all the utility bills, including but not limited to water, electricity, security, telephone, waste and garbage and any other utilities as charged by the relevant authorities, with respect to the Lessee usage over the demised premises.
- iii. To permit the Lessor or their agents with all necessary workmen and appliances at all reasonable times during daytime by prior appointments to enter upon the said demised premises for the purposes of viewing the state of the demised premises thereof.
- iv. Not to assign underlet or part with the possession of the said Demised Premises or any part thereof without the written consent of the Lessor.
- v. To obtain valid insurance to cover the for all equipment and machines from any risk(s) whatsoever.
- vi. Not to make any structures alterations in the said Demised Premises without notifying the Lessor, and obtain a written consent from the Lessor.
- vii. To ensure that it makes necessary and reasonable efforts to protect, conserve and safeguard all the equipment, machines, furniture.

Article 5

of the Covenants by the Lessor to the Lessee

The Lessor hereby covenants with the Lessee as follows: -

- i. The Lessor hereby irrevocably and unconditionally represents, warrants, and confirms to the Lessee that:
 - a. There is no dispute in respect of the Demised Premises, access to the Demised Premises or its boundaries with the owners of any adjoining properties.
 - b. No person has filed any claim or disputed the validity of the grant of the Demised Premises to the Lessee and/or the right of any person to occupy the Demised Premises.



Purvya



- c. The Lessor has good title over the Demised Premises, right and full power to demise unto the Lessee the Demised Premises in the manner aforesaid and the Lessor has discharged all liabilities including but not limited to the tax payments which relate to the period prior to the commencement of this Lease.
- ii. To permit the Lessee paying the reserved rent and observing the conditions, restrictions, stipulations, and provisions herein contained or implied and, on its part, to be performed and observed to possess and enjoy the demised premises during the term hereby created without any interruption from or by the Lessor or any person rightfully claiming from or under them peacefully and quietly.
- iii. To obtain valid insurance to cover the Demised Premises from any risk(s) whatsoever.
- iv. The Lessor shall not be liable for any injury to the Lessee's guests, servants or visitors caused by any defect in or by outside the Demised Premises.

**Article 6
of the General Provisions**

Provided always and it is hereby agreed and declared that.

- i. Shall there be a need to undertake renovations on the Demised Premises, the Lessee shall inform the Lessor in writing and Lessor will issue approval within fifteen (15) working days to that effect. All the costs and expenses shall be borne by the Lessee.
- ii. A lock-in period shall be for a term of this Agreement.
- iii. The Lessor shall list all the hospital equipment and machines to be handed over to the Lessee, and shall officially hand over the same to the Lessee in the condition as they are, to be used and applied in the hospital operation(s) of the Lessee. The Lessee shall maintain and repair the said equipment and machines; upon termination or expiry of this agreement, the Lessee shall handover to the Lessor all the equipment and machines in good working condition, normal tear and wear excepted.
- iv. In any case shall the Lessee bring equipment and machine(s) in the Demised Premises, they shall, before bringing the same, notify the Lessor. And shall immediately afterwards, share a complete list and description of the said equipment and machine(s) to the Lessor.
- v. **Notices and Address for Service**
 - a) Any notice under this Agreement shall be in writing and any notice to the Lessee shall be sufficiently served if addressed to the Lessee and delivered to the demised premises, sent by email to their last



Per Vyas



known email address or sent by registered posts to their last known post address and any notice to the Lessor shall be sufficiently served if delivered physically, sent by email to their last email address and notice sent by registered posts shall be deemed to have been served within 7 days following to the day which it was posted.

- b) Address for service for the Lessor shall be:
**THE REGISTERED TRUSTEES OF HINDU UNION
MWANZA**
P.O. Box 192
Mwanza, Tanzania.
Att: Subhas Patel
Email: skpatel@nyanzaroad.com
- c) Address for service of the Lessee shall be:
ES HEALTH (AFRICA) PVT LIMITED
P.O. Box 5282
Mwanza, Tanzania.
Att: Pina Gajanand VYAS
Email: yashshah2212@gmail.com

vi. Termination of the Agreement

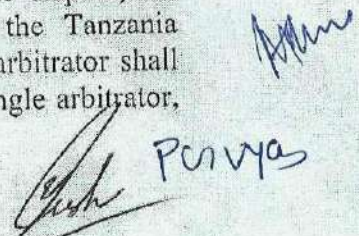
- a) The parties herein are reserved with the right to terminate this lease, on a justifiable cause, by issuing one hundred and eighty (180) days' notice.
- b) If the contemplated termination has been orchestrated by non-payment of rent by the Lessee, the Lessor, upon issuance of a notice pursuant to section 104 of the Land Act, they shall exercise their right to levy distress.

vii. Survival of This Agreement

This Agreement shall survive to its term as provided herein, and except terminated pursuant and in accordance with the dictates of this Agreement or requirement of the laws or lawful order from court of competent jurisdiction, no any changes in structure, management, personnel or any matter other than herein specified shall terminate this Agreement.

viii. Dispute Resolution and Law Applicable

- a) In any case there shall arise a dispute between the parties herein concerning the provisions of this Agreement and their operations, parties shall have a total of thirty days to resolve such a dispute amicably.
- b) In the event that the parties are unable to settle the dispute, the dispute shall be handled under the dictates of the Tanzania Arbitration Act; and a parties' mutually appointed arbitrator shall resolve it. If the parties hereto cannot agree on a single arbitrator,



each party will appoint one arbitrator, and both arbitrators shall then select one amongst them to preside as an umpire, and their decision shall be conclusive and binding.

- c) Arbitration proceedings shall be conducted in Mwanza, Tanzania.
- d) This Agreement shall be construed and/or interpreted in accordance with the laws of Tanzania currently in force.

ix. Force Majeure

Force Majeure means any event and/or circumstance not within the control of the party claiming force majeure, which by that event, that party cannot perform their contractual responsibilities, such event may include, but not limited to:

- a) Act of God;
- b) Natural disaster such as earthquake, floods, fire;
- c) Strikes or other industrial action;
- d) War, terrorism, insurrection, civil disturbance; and
- e) Act, order or demand of any Court of competent jurisdiction or any government or government agency.

The affected party shall as soon as practicable inform the other party of the occurrence and details of the any event and/or circumstance giving rise to the Force Majeure.

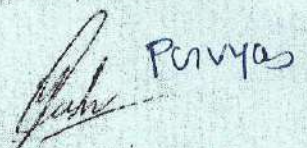
The affected party shall use all reasonable diligence to mitigate the cause of, and the results of the force majeure and consequently remedy the situation and resume its performance of its obligations under this Agreement.

x. Confidentiality and Non-Disclosure of Information

- a) Neither Party nor its officers or agents of either of them shall disclose any proprietary or confidential information relating to the other Party. Any information, personal or otherwise, that either Party learn during the course and term of this Agreement which relates to the other party and any officer, director or owner thereof, is considered to be confidential and subject to the non-disclosure obligations hereunder.
- b) It is understood that a Party shall be exempted from the above obligation if by any legal obligation under an order from a court of law or any other authority with competent jurisdiction, discloses any confidential information related to the other Party obtained under this Agreement or any engagement thereof.

xi. Miscellaneous

- a) This Agreement is intended by parties herein to be constituted as their final and conclusive expression, and complete and exhaustive statement of their agreement(s) with respect to the herein subject matter.



Parvya

- b) That the Lessee paying the rent reserved in a manner aforesaid and performing and observing all the covenants herein contained shall peaceably hold and enjoy the demised premises for the term herein specified, inclusive of renewal, without any let or hindrance from the Lessor or any person lawfully claiming through or in trust for the Lessor.
- c) Any matter which is not herein covered, parties herein agree to have it reduced in writing as an addendum to this Agreement, which shall form part of this Agreement.


P. C. Vyas Min



'left blank intentionally'


P. C. Vyas Min


IN WITNESS WHEREOF, the parties have herein to set their hands on the day and year first hereinabove written:

FOR HINDU UNION, MWANZA (LESSOR):
SIGNED and SEALED with the COMMON SEAL
of the Said HINDU UNION, MWANZA
and DELIVERED at Mwanza, Tanzania
in our presence on this 20 day of September 2024.

HINDU UNION MWANZA
P. O. Box 234 MWANZA
TANZANIA

Signature: [Signature]
Name: MOHON MISTRY
Designation: CHAIRMAN, HINDU UNION MWANZA

Signature: [Signature]
Name: SUBHAS PATEL
Designation: CHAIRMAN, BOARD OF GOVERNORS HUH MZA

WITNESSED BY:

Signature: [Signature]
Name: Heri Emmanuel
Address: Box 202 Mwanza
Qualification: Notary Public



ES HEALTH (AFRICA) PVT LIMITED (LESSEE):
SIGNED and SEALED with the COMMON SEAL
of the Said ES HEALTH (AFRICA) PVT LIMITED
and DELIVERED at Mwanza, Tanzania
in our presence on this 20 day of September 2024.

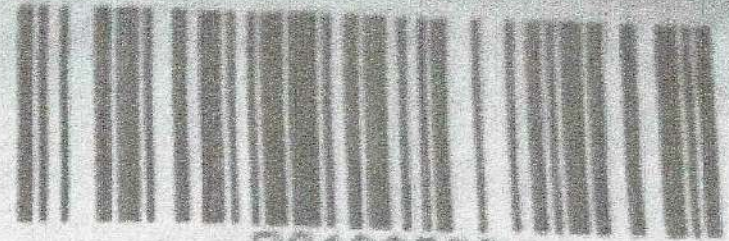
Signature: [Signature]
Name: YASH VJAYKUMAR SHAH
Designation: CHAIRMAN



Signature: [Signature]
Name: PINA GAJANAND VYAS
Designation: MANAGING DIRECTOR

WITNESSED BY:

Signature: [Signature]
Name: TEJASVINI ASHISH TRIVEDI
Address: P.O. Box 5282, Mwanza
Qualification: OPERATIONS MANAGER



56136568

पिता / वानुकी अविभाक्त का नाम / Name of Father / Legal Guardian

GAJANAND KALIDAS VYAS

माता का नाम / Name of Mother

RANJANBALA GAJANAND VYAS

पति या पत्नी का नाम / Name of Spouse

पता / Address

114/989, NIRMAL APARTMENT, OPP. SAHJANAND COMPLEX

SOLA ROAD, NARANPURA, AHMEDABAD

PIN: 380063, GUJARAT, INDIA

पुराने पासपोर्ट का नं. और इसके जारी होने की तिथि एवं स्थान / Old Passport No. with Date and Place of Issue

H2147983

15/01/2009

AHMEDABAD

फाइल नं. / File No.

AH2072709657418



25/09/2024
Certified true copy of the original

Handwritten notes and signatures on the left side of the document.



પરિચય / OBSERVATION

પરિચય સેવા / MISCELLANEOUS SERVICE



88442903

પરિચય / Name of Partner / Legal Guardian

VIJAYKUMAR JAYANTILAL SHAH

પરિચય / Name of Mother

DEEPIKA VIJAYKUMAR SHAH

પરિચય / Name of Spouse

પરિચય / Address

1315, NAGRI NI KHADKI HARIKISHAN DASSHETH NI

POLE, MANDVI NI POLE, MANEKCHAWK, AHMEDABAD

PIN: 380001, GUJARAT, INDIA

પરિચય / Old Passport No. with Date and Place of Issue

62632452

17/04/2007

AHMEDABAD

પરિચય / File No.

AH2071865249218

