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+ 209,244 <sup>penalty</sup>  
SD 209,244 + 2000  
420,488  
078495551

THE REGISTRATION OF DOCUMENTS ORDINANCE  
(CAP 117)

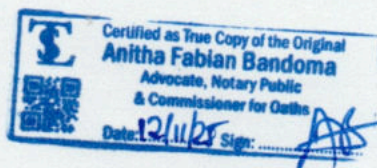
LEASE AGREEMENT

BETWEEN

ORYX ENERGIES TANZANIA LIMITED

AND

THE KOOKOOS CHAIN LIMITED



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FOR LEASE OF SHOP & OUTSIDE SITTING SPACE, SITUATED AT ORYX BAHARI  
BEACH SERVICE STATION  
PLOT 69, KINONDONI MUNICIPALITY, TANZANIA

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*Handwritten signature*

## LEASE AGREEMENT

This Lease agreement is made on this **01<sup>st</sup> day of July 2023**

### BETWEEN

**ORYX ENERGIES TANZANIA LIMITED**, of P. O. BOX 9540, Dar es Salaam hereinafter referred to as "**the LESSOR**", which expression shall, where the context so admits, include his assigns, executors and other successors in title) of the one part.

### AND

**THE KOOKOOS CHAIN LIMITED** of Plot No. 531, Msasani Peninsula, P. O. BOX ....., Dar es Salaam (hereinafter referred to as "**the LESSEE**" which expression shall, where the context so admits include its assigns, executors and other successors in title) of the other part.

### WHEREAS,

The Lessor is the registered Owner of a shop & outside sitting space Located at Oryx Bahari Beach Service Station, Plot 69, Kinondoni Municipality, Tanzania being the property (hereinafter called "the Demised Premises")

The Lessee desires to lease shop space (not exceeding 50m<sup>2</sup>) & outside sitting space from the Lessor for the term, at the rent and upon the covenants, conditions and provisions herein set forth.

### AND WHEREAS

The **LESSOR** has agreed to let the shop and an outside sitting space referred hereinabove on the terms and conditions hereinafter contained.

1. NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the rent hereby reserved and, on the terms, and conditions, covenants, and agreements herein contained and on the part of the LESSEE and LESSOR to be observed and performed, **THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:**

- a) The LESSOR doth hereby demise to the LESSEE all that Shop and an outside sitting space Premises TO HOLD the same unto the LESSEE and its successors and assigns for a term of Five (5) years commencing from **01<sup>st</sup> day of September 2023** ending on **31<sup>st</sup> day of August 2028**, but subject to an option for renewal under the provisions of Clause 3(g).
- b) The Monthly rent for the Demise Premises shall be \$700 (United states dollars Seven hundred only) VAT Exclusive, or 7% of monthly turnover of Shop sales (whichever is higher).
- c) To pay charges for security, electricity and water, if any, in respect of the shop premises accrued and payable during the tenure of the lease period and upon the expiration to provide documentary evidence for having settled all the above referred charges.
- d) To permit the LESSOR or its agents or servants by reasonable prior notice, and at all reasonable hours to enter and view the condition of the demised premises

*all* *h*

and in the event of any repairs being necessary to carry the same out within one month of receiving a notice to do so and certainly prior to vacating the premises (subject to the same being the responsibility of the LESSEE).

- e) To use the shop premises for use as a quick food restaurant and not to assign sublet, or part with possession of the demised premises without the prior written consent of the LESSOR.
- f) The lessee shall have the responsibility of insuring goods stored in the shop premises at its own costs. Any loss due to fire theft or damage shall be solely the lessee responsibility and there is nothing to be claimed from the lessor in case of such loss happens
- g) Lessor shall hereby allow minor alterations or additions to the shop premises based on approved working drawings to allow the Lessee to fit their equipment and to display their products.
- h) Not to cause any nuisance or annoyance to the LESSOR or his neighbours by throwing dirt or refuse or by creating noise or otherwise howsoever.

**2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:**

- a) That the LESSOR has good right and full power to demise unto the LESSEE the Demised Premises in the manner aforesaid.
- b) On the LESSEE paying the monthly rent in the manner aforesaid and observing and performing the covenants, conditions and stipulations herein contained and on its part to be observed and performed it shall peacefully and quietly possess and enjoy the Shop Premises during the term hereby granted without eviction, interruption, disturbance, claim or demand whatsoever by the LESSOR or any person or persons lawfully or equitably claiming by, from or in trust for him.
- c) To pay and discharge all rates, taxes, assessments, impositions, duties, charges and outgoings whatsoever save for electricity and/or telephone charges and water rates and garbage collection charges which are now or may hereafter become imposed or charged upon the Demised Premises or payable by the LESSEE in respect thereof.
- d) During the continuation of the said term to keep the exterior portions of the said Premises in good and tenantable repair and condition and remedy any major or structural fault or faults or construction affecting the convenient and proper use or occupation thereof provided that such faults are not attributable to neglect on the part of the LESSEE, his agents or employees.
- e) To keep the main structure, roof, drainage system, sewer system, walls and all other exterior parts of the house and building comprised in the demised premises in good repair.
- f) The LESSOR shall maintain in good working condition and working order all the said connection for supply of water and electricity as well as the soil and sewage connections at his own costs provided that if any damage is caused to such connection by the LESSEE or its servants or visitors or guests such damage will be made good by the LESSEE at the costs of the LESSEE, after due intimation thereof to the LESSEE and the LESSEE shall on

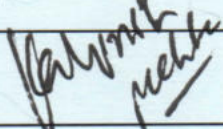
*all 5*

IN WITNESS WHEREOF the parties have put their hands the day and year first herein written  
SEALED and SIGNED by  
**ORYX ENERGIES TANZANIA LIMITED**

on this 16 day of August 2023

NAME : Kalpesh Mehta

TITLE : M.D


SIGNATURE : 

ORYX ENERGIES TANZANIA LTD.  
P. O. Box 9540  
DAR-ES-SALAAM

Witnessed by

NAME : Antonia Kulana

TITLE : Company Secretary

SIGNATURE : 



STAMP DUTY


Sbs. 418/488/= : collected  
9984114659267  
Receipt No. Dated 6/2/2024  
per Govt  
Regional - Manager Kinondoni Tax Region

STAMPED and SIGNED by  
**THE KOOKOOS CHAIN LIMITED**

on this 15 day of August 2023

NAME : Yeung Jow Keung

TITLE : Director


SIGNATURE : 


**THE KOOKOOS CHAIN LIMITED**  
Plot No. 531, MSASANI PENINSULA  
P.O. Box 10180, DAR-ES-SALAAM

Witnessed by

NAME : S. Anind Kumar

TITLE : Manager

SIGNATURE : 

BEFORE ME:  
HAPPINESS LEONARD MASANO  




Dated as of the 1<sup>ST</sup> day of SEPTEMBER, 2024

ALEX THOMAS MASSAMU (•NIDA NO: 19850127-14113-00001-22 •TIN NO:  
118691954) AND THOMAS AINAYINI MASSAMU (NIDA NO: 195011002-14113-  
00001-27 •TIN NO: 103481244)

(as Lessors)

- and -

THE KOOKOOS CHAIN LIMITED (COMPANY NO. 166388996)

(as Lessee)



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LEASE

in respect of parcel of land being part of Plot No. 76 Block No. 47Mpakani B, Kijitonyama

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[Signature]

# LEASE AGREEMENT

THIS LEASE is made as of the 1<sup>st</sup> day of SEPTEMBER 2024

## BETWEEN:

- 1) **ALEX THOMAS MASSAMU (NIDA NO. 19850127-14113-00001-22) AND THOMAS AINAYINI MASSAMU (NIDA NO. 195011002-14113-00001-27)** of Post Office Box 3855, Dar-es-Salaam, Tanzania (hereinafter called "the **Lessor**s" which expression shall where the context so admits include his personal representatives' heirs and permitted assigns);  
and
- 2) **THE KOOKOOS CHAIN LIMITED (COMPANY NO. 166388996)** for the purposes hereof of Post Office Box 10180, Msasani Peninsula, Dar es Salaam (hereinafter called "the **Lessee**" which expression shall where the context so admits include his personal representatives heirs and permitted assigns).

## WHEREAS:

- (A) The Lessors is the owner of the building in the parcel of land being part of Plot No. 76 Block No. 47 Mpakani B, Kijitonyama Dar es Salaam (the said parcel of land together with all buildings thereon and any improvements made thereon hereinafter called the "Property").
- (B) The Lessor is ready and willing to lease the Property to the Lessee for the initial period of five (5) years and further renewal for a period of five (5) years with a view to allow the Property to be developed.
- (C) The Lessee is desirous to lease and develop the said Property therein as a Restaurant as per approved building plans.



NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

**1. COMMENCEMENT AND DURATION OF THE LEASE**

- a) The Lease shall be for the initial period of five (5) years and further review/renewal for a period of five (5) years.

**2. NATURE OF THE BUSSINESS TO BE CARRIED OUT BY THE LESSEE**

- a) The property is leased to Lessee for the purpose of being used as a restaurant.

**3. RENT & TERM**

- (a) The Lessee and the lessors have jointly agreed that the rent payable per months shall be :-
- i. Tanzania shillings Three Million. (Tzs. 3,150,000/=) exclusive of VAT for the initial period of five (5) years.
  - ii. The rental for the further renewal period of five (5) years to be negotiated by Lessee and Lessor.
- (b) The rent shall be paid annually in advance without any deductions whatsoever save withholding taxes which shall be the duty of the Lessee to remit to the Tanzania Revenue Authority. The Lessee will deduct the withholding tax from the rental and remit the same to Tanzania Revenue Authority and provide certificate as proof of payment to Lessors.
- (c) The payment shall be made through the Account below
- Account Number: 0152897904900.**
- Account Name: ALEX THOMAS MASSAMU.**
- Bank name: CRDB.**
- (d) The effectiveness of this Agreement shall be subject to payment of the first installment of rental fee due and payable to the Lessor at the date of signing of this Agreement.



# LEASE AGREEMENT

## THIS LEASE AGREEMENT

Made this 9<sup>th</sup> September, 2024

## BETWEEN

**SHOPPERS INVESTMENTS LTD**  
of P.O Box 105383, Dar Es Salaam

(Hereinafter called the **Lessor**, which expression shall include his assigns and successors in title)

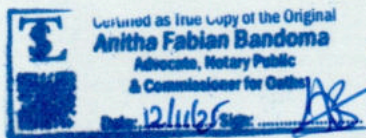
## OF THE FIRST PART

## AND

**THE KOOKOOS CHAIN LIMITED**  
**P.O.BOX- 531**  
**DAR-ES-SALAAM**

(Hereinafter referred to as the **Lessee**)

## OF THE OTHER PART



1. **WHEREAS**

The **Lessor** is desirous of letting on lease a shop unit numbered **2 (Two)** more particularly delineated and shaded on the sketch plan of the lease premises annexed schedule "A" situated on **Plot number P34537, Kunduchi, in the city of Dar Es Salaam** herein referred to as the **Demised Premises**,

**AND**

The **Lessee** agrees to take the Demised Premises on lease from the Lessor for the commercial purposes and for the purpose of merchandising products detailed in the schedule herein annexed and marked schedule "B",

**AND**

The Lessee agree to hold the same for a term of twenty four months effective 1<sup>st</sup> Day of December 2024 until 30<sup>th</sup> November 2026 YIELDING AND PAYING THEREFOR during the term a monthly fixed rent of **US\$ 1200/- (Equivalent to Tanzania Tsh.)** (Exclusive VAT) payable quarterly in advance by cash or cheque drawn on a Bank in Tanzania (All Payment shall be made at prevailing bank rate).

2. **THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:-**

- 2.1 To use the said Demised premises only for the purpose of commercial retail outlet as particularly described in schedule "B" and to be operated by the Lessee or their staff.
- 2.2 To pay to the Lessor a sum equivalent to two month rent as a Security Deposit on signing of the Lease which will be held on account by the Lessor for the purpose of guaranteeing payment for return of Demised premises in good repair and to meet any utility bills left unpaid by the Lessee on the determination of the Lease. Subject to the above provision, the deposit will be refundable to the Lessee at the determination of the Lease.
- 2.3 To promptly pay quarterly in advance the RENT hereby reserved on or before the due seventh from the date of invoice without any deductions whatsoever whether demanded or not, by way of post dated cheques for all the quarters falling due during the tenure of the lease. Failure to honor the cheques on the due date will be a criminal offence according to the law in-force in Tanzania and would also attract a simple interest of 2% per month.
- 2.4 To pay to lessor together with the rent a **SERVICE CHARGE** of **Tsh. 480,000/- (Tanzania Shillings Four Hundred Eighty Thousand only)** exclusive of VAT per calendar month for the purpose of defraying the cost of the Lessor's covenants under clause relating to the upkeep and maintenance of the common areas used by the tenants and customers of the **SHOPPERS PLAZA** complex.
- 2.5 To pay to the Lessor for the **ELECTRICITY** used on the Demised premises, this will be determined by the meter installed by the Lessor for the Lessee's shop unit. In case the Lessee fails to pay the bill presented within seven day the Lessor shall disconnect the power and shall not be liable for any consequential loss.

- 2.6 To pay advocate's fees and stamp duty if applicable in respect of preparation and registration of the Lease.
- 2.7 To comply with all the by-laws, rules and regulations of any Government or Local authority affecting the business of the Lessee and to obtain or cause to be obtained all requisite approvals in the name of the Lessee including all Licenses and authorizations to carry on its business at the premises.
- 2.8 To use the Demised premises exclusively as a shop for the sale of the Lessor's business described in Schedule "B" and merchandises only those items relating to the Lessee's business.
- 2.9 To park the Lessee's vehicle in the tenant's park provided by the Lessor and not in the customer's car park.
- 2.10 To keep the Demised premises clean and tidy at all times and not to allow any litter to be deposited upon any parts surrounding the Shoppers complex other than in the receptacles provided for garbage disposal by the Lessor. To provide at the Lessee's own cost adequate waste bins for disposal of waste inside the Demised premises.
- 2.11 Not to obstruct, block, damage or in any way hinder free passage along the shop unit, stairs, access ways, passages and the free and uninterrupted access to the bin stores and other service areas.
- 2.12 To keep the Demised premises including all doors and windows frames in good and substantial repair and condition and to replace any breakage thereof with similar quality of materials within seven days of the damage having been caused.
- 2.13 Not to place or affix or cause to be fixed any thing to the exterior of the demised premises without prior consent of the Lessor.
- 2.14 To place the signboards in the designated signage boxes fixed by the Lessor and not to place or affix or caused to be fixed any other sign on the Demised premises unless approved by Lessor.
- 2.15 To install only **split-level air conditioning** unit **if required** and the compressor unit to be placed on the plinth provided by the Lessor at the rear of the Demised premises.
- 2.16 Not at any times during the term of the lease to make any structural alterations or additions or otherwise to the Demised premises or any part of the complex without written consent of the Lessor or install or connect any electrical apparatus which might endanger or overload the electrical installation of the Demised premises or any part thereof and not to cut or maim or otherwise remove any of the walls, beams, columns or other structural part thereof and not to tamper with any plumbing or electrical system PROVIDED ALWAYS that the Lessee shall at its own cost and subject to prior consent of the Lessor in writing erect such grills and partitions as required and the Lessee shall make good to the satisfaction of the Lessor all damages occasioned by installing or removing the same.

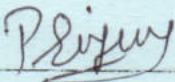
IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the days and the year herein before appearing.

SIGNED and DELIVERED by the said

SHOPPERS INVESTMENTS LTD

LESSOR

In the presence of us this 9<sup>th</sup> Day of September 2024

Signature : 

Postal Address : PO BOX 105383

Qualification : FINANCE MANAGER

SHOPPERS INVESTMENTS LTD.

P.O. Box 105383

DAR-ES-SALAAM

Signature : 

Postal Address : P O Box 10538 3

Qualification : Sr manager

THE KOOKOOS CHAIN LTD

LESSEE

In the presence of us this 9<sup>th</sup> Day of September 2024

Signature : 

Postal Address : P.O. Box 531 DSM

Qualification : Director

Signature : 

Postal Address : PO Box 531 - DSM

Qualification : Director

THE KOOKOOS CHAIN LIMITED  
Plot No. 531, MSASANI PENINSULA  
P.O. Box 10180, DAR-ES-SALAAM





THE REGISTRATION OF DOCUMENTS ORDINANCE  
(CAP 117)

LEASE AGREEMENT

BETWEEN

ORYX ENERGIES TANZANIA LIMITED

AND

THE KOOKOOS CHAIN LIMITED



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FOR LEASE OF SHOP & OUTSIDE SITTING SPACE, SITUATED AT ORYX MBEZI  
MASANA SERVICE STATION  
PLOT 181, BLOCK 'C', MASANA AREA, KINONDONI MUNICIPALITY, TANZANIA

---

*all*

## LEASE AGREEMENT

This Lease agreement is made on this **01<sup>st</sup> day of August 2023**

### BETWEEN

**ORYX ENERGIES TANZANIA LIMITED**, of P. O. BOX 9540, Dar es Salaam hereinafter referred to as "**the LESSOR**", which expression shall, where the context so admits, include his assigns, executors and other successors in title) of the one part.

### AND

**THE KOOKOOS CHAIN LIMITED** of Plot No. 531, Msasani Peninsula, P. O. BOX 10180, Dar es Salaam (hereinafter referred to as "**the LESSEE**" which expression shall, where the context so admits include its assigns, executors and other successors in title) of the other part.

### WHEREAS,

The Lessor is the registered Owner of a shop & outside sitting space Located at Oryx Mbezi Masana Service Station, Plot 181, Block 'C' Kinondoni Municipality, Tanzania being the property (hereinafter called "the Demised Premises")

The Lessee desires to lease shop space (not exceeding 100m<sup>2</sup>) & outside sitting space from the Lessor for the term, at the rent and upon the covenants, conditions and provisions herein set forth.

### AND WHEREAS

The **LESSOR** has agreed to let the shop and an outside sitting space referred hereinabove on the terms and conditions hereinafter contained.

1. NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the rent hereby reserved and, on the terms, and conditions, covenants, and agreements herein contained and on the part of the LESSEE and LESSOR to be observed and performed, **THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:**

- a) The LESSOR doth hereby demise to the LESSEE all that Shop and an outside sitting space Premises TO HOLD the same unto the LESSEE and its successors and assigns for a term of Five (5) years commencing from **01<sup>st</sup> day of November 2023** ending on **31<sup>st</sup> day of October 2028**, but subject to an option for renewal under the provisions of Clause 3(g).
- b) The Monthly rent for the Demise Premises shall be \$1,200 (United states dollars One thousand and two hundred only) VAT Exclusive, or 7% of monthly turnover of Shop sales (whichever is higher).
- c) To pay charges for security, electricity and water, if any, in respect of the shop premises accrued and payable during the tenure of the lease period and upon the expiration to provide documentary evidence for having settled all the above referred charges.
- d) To permit the LESSOR or its agents or servants by reasonable prior notice, and at all reasonable hours to enter and view the condition of the demised premises

and in the event of any repairs being necessary to carry the same out within one month of receiving a notice to do so and certainly prior to vacating the premises (subject to the same being the responsibility of the LESSEE).

- e) To use the shop premises for use as a quick food restaurant and not to assign sublet, or part with possession of the demised premises without the prior written consent of the LESSOR.
- f) The lessee shall have the responsibility of insuring goods stored in the shop premises at its own costs. Any loss due to fire theft or damage shall be solely the lessee responsibility and there is nothing to be claimed from the lessor in case of such loss happens
- g) Lessor shall hereby allow minor alterations or additions to the shop premises based on approved working drawings to allow the Lessee to fit their equipment and to display their products.
- h) Not to cause any nuisance or annoyance to the LESSOR or his neighbours by throwing dirt or refuse or by creating noise or otherwise howsoever.

**2. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:**

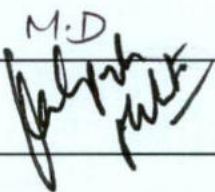
- a) That the LESSOR has good right and full power to demise unto the LESSEE the Demised Premises in the manner aforesaid.
- b) On the LESSEE paying the monthly rent in the manner aforesaid and observing and performing the covenants, conditions and stipulations herein contained and on its part to be observed and performed it shall peacefully and quietly possess and enjoy the Shop Premises during the term hereby granted without eviction, interruption, disturbance, claim or demand whatsoever by the LESSOR or any person or persons lawfully or equitably claiming by, from or in trust for him.
- c) To pay and discharge all rates, taxes, assessments, impositions, duties, charges and outgoings whatsoever save for electricity and/or telephone charges and water rates and garbage collection charges which are now or may hereafter become imposed or charged upon the Demised Premises or payable by the LESSEE in respect thereof.
- d) During the continuation of the said term to keep the exterior portions of the said Premises in good and tenantable repair and condition and remedy any major or structural fault or faults or construction affecting the convenient and proper use or occupation thereof provided that such faults are not attributable to neglect on the part of the LESSEE, his agents or employees.
- e) To keep the main structure, roof, drainage system, sewer system, walls and all other exterior parts of the house and building comprised in the demised premises in good repair.
- f) The LESSOR shall maintain in good working condition and working order all the said connection for supply of water and electricity as well as the soil and sewage connections at his own costs provided that if any damage is caused to such connection by the LESSEE or its servants or visitors or guests such damage will be made good by the LESSEE at the costs of the LESSEE, after due intimation thereof to the LESSEE and the LESSEE shall on

IN WITNESS WHEREOF the parties have put their hands the day and year first herein written  
SEALED and SIGNED by  
**ORYX ENERGIES TANZANIA LIMITED**

on this 29 day of December 2023

NAME : KALPESH MEHTA

TITLE : M.D

SIGNATURE : 

**ORYX ENERGIES TANZANIA LTD.**  
P. O. Box 9540  
DAR-ES-SALAAM

Witnessed by

NAME : Antonia Kilama

TITLE : Company Secretary

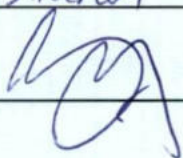
SIGNATURE : 

**STAMPED and SIGNED by**  
**THE KOOKOOS CHAIN LIMITED**

on this \_\_\_\_\_ day of \_\_\_\_\_ 2023

NAME : Yeong Jau Long

TITLE : Director

SIGNATURE : 

**THE KOOKOOS CHAIN LIMITED**  
Plot No. 531, MSASANI PENINSULA  
P.O. Box 10180, DAR-ES-SALAAM

Witnessed by

NAME : S. ARVIND KUMAR

TITLE : MANAGER

SIGNATURE : 

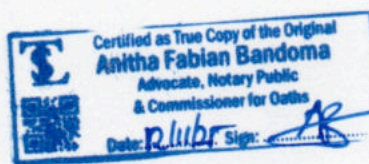
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LEASE AGREEMENT

BETWEEN  
AMER MOHAMED MBARAK  
AND

THE KOOKOOS CHAIN LIMITED

IN RESPECT OF SPACE COVERING AN AREA OF 234 SQUARE METERS  
AT OF PLOT NO. 801, BLOCK F, LOCATED IN VIJIBWENI, KIGAMBONI  
MUNICIPALITY, DAR ES SALAAM,



THIS AGREEMENT is made on the 11.....Day of ~~October~~ <sup>SEPTEMBER</sup> 2025

**BETWEEN**

**AMER MOHAMED MBARAK**, a natural person living for gain in Dar es Salaam Tanzania and whose address for the purpose of this agreement is Po Box 13656 Dar es Salaam, Tanzania (hereinafter called the "**LESSOR**", where the context so admits includes his successors and assigns) of the one part.

**AND**

**THE KOOKOOS CHAIN LIMITED**, a limited liability Company with incorporation No. 166388996, duly registered and existing in accordance with the laws of Tanzania, whose principal address for the purposes hereof is at Plot No. 531, Msasani Peninsula, Po Box 10180 Dar es Salaam and of (hereinafter referred to as "**the LESSEE**") which expression shall where the context so admits include its successors in the title and permitted assigns) of the other part;

**WHEREAS**

- A. The Lessor is the lawful owner of **Plot No. 801, Block F**, located in Vijibweni, Kigamboni Municipality, Dar es Salaam, Tanzania, "**The Property**" including the petrol station operating under PUMA Brand situated on the said property.
- B. That the Lessor has agreed to lease to the Lessee a portion of space covering an area of 234\_square meters at of Plot No. 801, Block F, located in Vijibweni, Kigamboni Municipality, Dar es Salaam, Tanzania. (hereinafter called "the demised premises "or "premises")
- B. The Lessor and Lessee have agreed that the lease of the premises shall be subject to the terms and conditions stipulated under this agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:**

**1. TERM OF TENANCY:**

- 1.1. The Lessor leases to the Lessee a space covering an area of 234 square meters at of Plot No. 801, Block F, located in Vijibweni, Kigamboni Municipality, Dar es Salaam, Tanzania from the commencement date of **1<sup>st</sup> day of October 2025** for a term of **FIVE (5) YEARS** expiring on the **31<sup>st</sup> September 2030**.
- 1.2. The monthly rent for the demised premises shall be **Tanzanian Shillings Five Million, Five Hundred Fifty-Five Thousand Five Hundred Fifty-Five only. (TZS 5,555,555)**, exclusive of Value Added Tax (VAT) and stamp duty For the avoidance of doubt, Lessee shall, in addition to the rent amount, pay: Eighteen percent (18%) of each rent payment as VAT.

- 
- 1.3. The Lessee shall withhold ten percent (10%) of each rent payment as withholding tax and remit the same directly to the TRA and shall submit to the Lessor a valid Withholding Tax Certificate for each corresponding payment. The VAT and stamp duty amounts shall be paid directly to the Lessor, who shall in turn remit the same to the Tanzania Revenue Authority (TRA) using the applicable control numbers.
  - 1.4. The monthly rent for the demised premises shall remain fixed for the initial two (2) years of the lease term. Thereafter, the Lessor reserves the right to revise the rent, subject to mutual agreement between the parties, based on the prevailing market rate at the time of review.
  - 1.5. **PROVIDED THAT:** The term hereby created may by agreement between the Lessee and Lessor be extended for a further term as shall be agreed. The Lessee shall serve the Lessor a written notice of at least three (3) months before the expiry of the initial term of the Lease granted communicating its intention to extend the Lease term and should the lease term be extended, the new term shall be subject to the rental rate, terms and conditions as shall be agreed between the Lessee and Lessor and shall take into account the prevailing market conditions at the time of extension.
  - 1.6. At the end of the Lease term, the LESSEE may be given priority in continuing with the lease term subject to fulfillment of the terms and conditions of the lease term as provided for in this agreement.

**2. RENT PAYABLE:**

- 2.1. Rent shall be payable by the Lessee to the Lessor in advance, in instalments of **three (3) months** each. The first instalment of **Tanzania Shillings Sixteen Million Six Hundred Sixty-Six Thousand Six Hundred Sixty-Five only (TZS 16,666,665)**, exclusive of VAT, shall be paid on or before the commencement date, which is 1<sup>st</sup> October 2025.
- 2.2. The obligation to pay rent shall commence on the Commencement Date, as defined in this Agreement. The Lessor undertakes that, on the Commencement Date, the demised premises shall be fully completed, fit for occupation, and duly handed over to the Lessee.
- 2.3. Subsequent three-month rent instalments shall be paid by the Lessee no later than the 1<sup>st</sup> day of the month in which such rent becomes due, in accordance with the terms of this Agreement.
- 2.4. The Tenant shall be solely responsible for the payment of all utility bills and charges in respect of the demised premises, including but not limited to electricity, water, telephone, internet, sewerage, waste collection, and any other utility services consumed or used on the premises during the tenancy period.
- 2.5. The LESSEE shall make all payments payable to the LESSOR in the LESSOR'S Bank

by both parties.

15. Notices: All notices, invoices and all communications shall be delivered by hand and or via a recent email address and copied the appointed representatives as per clause 22 on the above.


For Lessor: AMER MOHAMED MBARAK  
P.O BOX 13656  
DAR ES SALAAM- TANZANIA

For Lessee: THE KOOKOOS CHAIN LIMITED  
THE MANAGING DIRECTOR  
THE KOOKOOS CHAIN LIMITED  
PO BOX 10180  
DAR ES SALAAM- TANZANIA

16. Authority to Execute: Each individual executing this Lease Contract on behalf of the contracting parties hereto represents and warrants that he/ she has been fully empowered/authorised to execute this Lease Contract and verify that all necessary action to empower/ authorize the execution of this Lease Contract has been taken.

IN WITNESS WHEREOF the parties hereto have duly executed these presents in the manner and on the days and year hereinafter mentioned.

Signed by of the said AMER MOHAMED MBARAK and DELIVERED at DAR ES SALAAM in the presence of us this ..... Day of September 2025

  
LESSOR

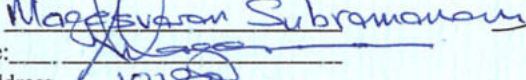


SEALED with the COMMON SEAL of the said THE KOOKOOS CHAIN LIMITED In the presence of us this ..... Day of September 2025

STAMP



THE LESSEE

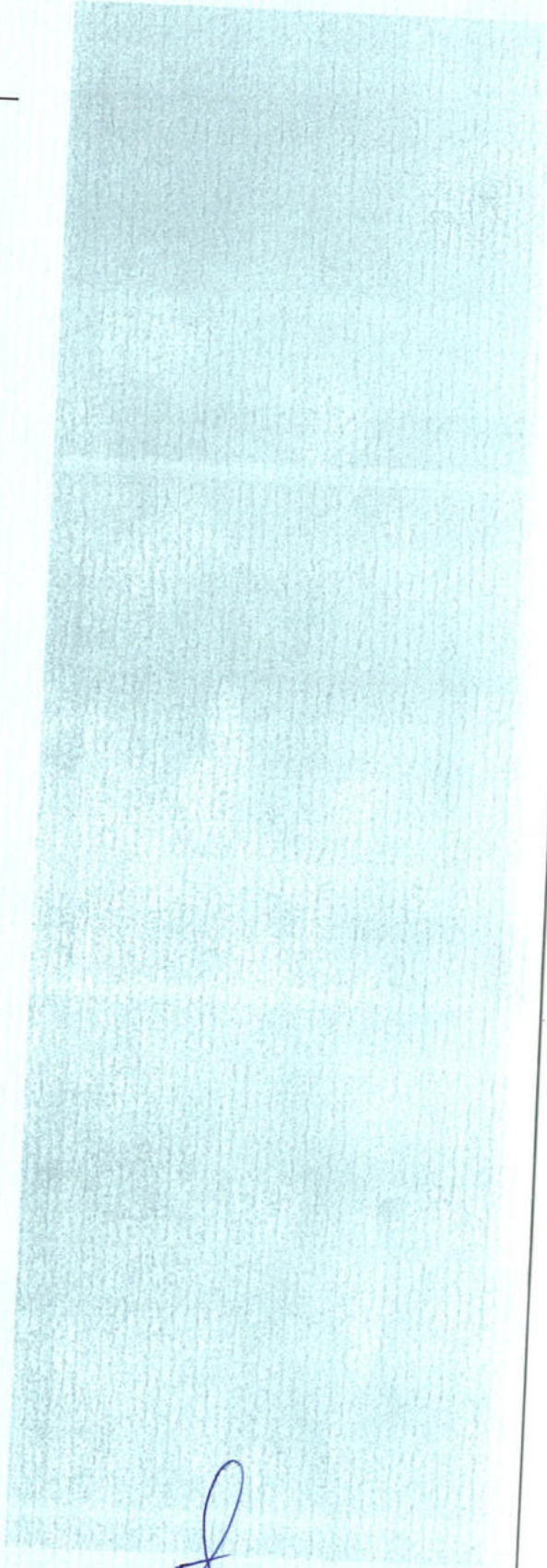
Name: Magesvaran Subramanian  
Signature:   
Postal Address: 10180  
Designation: DIRECTOR





Name: HOONG JAW KONG  
Signature: [Signature]  
Postal Address: 10180  
Designation: DIRECTOR

Witnesses: MUSA RAHMAN  
Name: MUSA RAHMAN  
Signature: [Signature]  
Postal Address: [Address]  
Designation: ADVOCATE



[Handwritten mark]

[Handwritten mark]

**IN THE UNITED REPUBLIC OF TANZANIA**

**Dated this \_\_\_\_ day of \_\_\_\_\_ 2025.**

**THE LAND AND LAND REGISTRATION ACT (CHAPTER 113  
R.E 2018 AND CHAPTER 334 R.E 2002)**

**THE AREA COVERING 167 SQUARE METRES ON PLOT  
NO. 300 NYERERE ROAD, GEREZANI STREET, ILALA  
MUNICIPALITY, DAR ES SALAAM.**

**TENANCY AGREEMENT**

**BETWEEN**

**GSM TANZANIA LIMITED**

**AND**

**THE KOOKOOS CHAIN LIMITED**

**THIS TO LEASE AGREEMENT IS MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2025.**

**BETWEEN**

**GSM TANZANIA LIMITED** a limited liability company incorporated in the United Republic of Tanzania having its registered office in Dar es Salaam and of P. O. Box 6244, Dar es Salaam (Hereinafter referred to as the “**Lessor**”) which expression shall include, when the context so admits, its successors, transferees and assigns of the one part.

**AND**

**THE KOOKOOS CHAIN LIMITED** a limited liability company incorporated in the United Republic of Tanzania, having its registered office in Dar es Salaam and of P. O. Box \_\_\_\_\_, Dar es Salaam (hereinafter referred to as the “**Lessee**”) which expression shall include, where the context so admits, its successors, transferees and assigns of the other part.

**WHEREAS:**

- A.** The Lessor is the registered owner of building situated on **Plot No. 300, Nyerere Road, Gerezani Street, Ilala Municipality in Dar es Salaam** and comprised under Certificate of Title No. **90986**, (hereinafter the ‘**Premises**’).
- B.** The Lessor is desirous of leasing a commercial space measuring **167 Sqm** on the **Ground floor** of the Premises to the Lessee for a term herein below stated and the Lessee is desirous of renting the said Premises on the terms of this Agreement.

**NOW THEREFORE**, the Parties hereto hereby agree to be bound by this Agreement on the terms and conditions more specifically set out hereunder: -

**1. DEFINITIONS AND INTERPRETATIONS: -**

1.1 In this Agreement, unless the context otherwise requires, the following words shall have the meanings ascribed below: -

- a. The “**Lessor**” means **GSM TANZANIA LIMITED**.
- b. The “**Lessee**” means **THE KOOKOOS CHAIN LIMITED**.
- c. “**Rental year**” means the period commencing **1<sup>st</sup> xxxx 2025** and ends on **30<sup>th</sup> xxxx 2026**
- d. The “**Parties**” means (a) and (b) herein above.

- 3.11 In the event of default or breach of the terms herein, the Lessor shall be entitled to terminate the Agreement, demand repossession of and re-enter the Premises upon giving the Lessee a three (3) days' notice to remedy the default and if the Lessee fails to remedy the default within the given period the Lessor shall exercise right of termination subject to one (1) month's written notice, demanding repossession and re-enter the Premises.
- 3.12 To give the Lessor three (3) months' notice in the event the Lessee wants to terminate the Agreement, for any reason whatsoever, before expiry of the duration herein granted, and the rental shall be due payable till the end of the notice period.
- 3.13 Lessee may provide to Lessor three (3) months' rent as cancellation fee as alternative to 3.12 in the even the Lessee want to terminate the agreement.
- 3.14 To peacefully yield the Premises at the expiration of the term hereby created or its sooner determination in good and tenable repair and condition in accordance with the covenants herein contained.
- 3.15 Not to use the Premises for any sort of production or industrial activities. Further, Subject to clause 3.2 hereinabove, assembling and repackaging of ready-made goods is allowed.
- 3.16 To pay the said rent and taxes on the day and in the manner herein stated.
- 3.17 At all times to keep the Premises and the appurtenances thereof including doors, windows and other fixtures, fittings, fastenings, electrical wires, all items, and appliances left in the Premises, water drains and other pipes, sanitary and water apparatus therein and the paintings thereof in good condition and the mentioned items shall not be changed without prior written consent of the Lessor.
- 3.18 To dispose of the garbage properly and safely outside the Premises in order to be collected by the garbage facilities of the city or municipal council, if service is available, or dispose the same as required by law.
- 3.19 Not to leave the Premises unoccupied for the purposes stated herein for a period exceeding two (2) months whilst ensuring security and safety of the same. In the event the Lessee intends to leave the Premises unoccupied for a period which exceeds two (2) weeks and does not exceed two (2) months, the Lessee shall notify the Lessor in advance, but all issues of security shall remain under care of the Lessee.
- 3.20 The Lessee shall pay stamp duty of this Agreement, which equates 1% of the annual rental fee. Further, withholding tax of 10% shall be deducted and paid from the rent and