

**LEASE AGREEMENT**

**BETWEEN**

**RIZWAN G KANJI**

**P.O. BOX 647, MWANZA,  
TANZANIA.**

**AND**

**PREMIER BEVERAGES LIMITED**

**P.O. BOX 2440, MWANZA,  
TANZANIA.**

**IN RESPECT OF  
FACTORY**

**ON**

**PLOT NO. 536/537**

**BLOCK "B"**

**NYAMONGOLO INDUSTRIAL AREA  
MWANZA**

~ 1 ~

# LEASE AGREEMENT

This LEASE AGREEMENT is made on this 1<sup>ST</sup> day of June 2025

BETWEEN

**RIZWAN G KANJI** of Post Office Box 647, Plot No.536/537, Block "B", Nyamongolo Industrial Area, Mwanza. (hereinafter called the "Lessor" which expression shall include and extend to person deriving title under the Lessor, its personal representatives and assigns) of the one part;

AND

**PREMIER BEVERAGES LIMITED** of Post Office Box 2440, Mwanza. (hereinafter called the "Lessee" which expression shall include and extend to persons deriving title under the Lessee, its successors and assigns) of the other part.

## PREAMBLE



Whereas the Lessor is the owner of Plot No.536/537, BLOCK "B", Nyamongolo Industrial Area, Mwanza and all the buildings, outer houses and other structures standing on the said plot (hereinafter called the "Property").

Whereas the Lessor is desirous of leasing to the Lessee and the Lessee is desirous of renting a Factory Area FOR THE PURPOSE OF FOOD, BEVERAGE AND WINE on the terms and conditions as hereinafter appearing.

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOW:

## ARTICLE 1 DEFINITIONS

"Agreement"	Means this Lease Agreement between the Lessor and Lessee for a period of 36 Months.
"Lease Period"	Means the period from the 1 <sup>st</sup> day of July 2025 to 30th day of June 2028
"Parties"	Means the signatories to this Agreement.
"Rent"	Means the monthly rent of Tsh 2,500,000/- (+ 18 % VAT when applicable). Such rent as may be agreed by the parties;

~ 2 ~  

**Mode of payment: Bank Transfer**

Bank details: RIZWAN KANJI

Bank name: DIAMOND TRUST BANK

Branch name and location: MWANZA BRANCH, KENYATTA ROAD

Account No: (TSH) 0000248284

Swift code: DTKETZTZ

- 1.1 Reference to the singular include where the context so admits, references to the plural and vice versa and references to clauses and annexes are references to clauses and annexes of and to this agreement.
- 1.2 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing person shall include Companies.
- 1.3 The headings as used in this agreement are for convenience of reference only and shall not effect the construction of any of the terms and Provision thereof.
- 1.4 If any one more of the provision contained in this agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceable provision shall be deemed never to have been contained herein.

**ARTICLE 2**

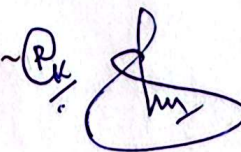
**LEASE PREMISES AND PERIOD**

- 2.1 The Lessor hereby demises onto the Lessee the said lease premises for a Period of 36 Months commencing from the 1st day of July 2025 until the 30th day of June 2028. The Lease Period is subject to extension by the creation of a new lease agreement in accordance of the provision of Article 3.4 herein.

**ARTICLE 3**

**RENT PAYABLE**

- 3.1 In consideration of the Leasing stated herein above, the Lessee shall pay the monthly rent of Tsh 2,500,000 Only (+ 18% VAT when applicable) per month against the said property measuring approximately 550 SQM on the Ground level with mezzaine commencing from the 1st day of July 2025
- 3.2 The Lessee shall pay the first one year rent in full as advance and yearly payment basis
- 3.3 The Rent payable will be less any statutory withholding taxes. Provided that the Lessee shall furnish the Lessor with the necessary proof of payment from

~ 3 ~ 

the TRA within one (1) week of making any rental payment such as copies of TRA payment receipts or any other evidential form provided by TRA.


- 3.4 Rent can be escalated by 10% after every 1 year. (Subject to clause 3.5 below) If for any reason the lessor shall not state the reviewed rent, the lessee shall continue to pay the original rent or the reviewed rent as the case may be.
- 3.5 The Lessee may renew upon the Lessor's approval to renew or extend the lease for a further term as shall be mutually agreed and subject to change in rents to match prevailing market rental values (estimated at a 10% increase after the first term)

#### **ARTICLE 4**


##### **THE LESSEE'S COVENANTS**

The Lessee hereby covenants to the Lessor as follows:

- 4.1 To pay the reserved rent in the aforesaid time, less the statutory withholding taxes as per Article 3 Clause 3.3
- 4.2 To use the said Lease Premises for lawful commercial purposes only.
- 4.3 To maintain the Lease Premises in a clean and hygienic condition. The Lessee shall not store or permit the storage of any fuel or hazardous, volatile and/or dangerous chemicals, explosives, acids or any other material, which may constitute a danger to the Lease Premises and/or adjacent premises.
- 4.4 Lessee shall provide his own insurance coverage for any personal and commercial property located in or on the Lease Premises, and to include any damages to lessor
- 4.5 To keep the said Lease Premises in good tenantable repair and condition.
- 4.6 To keep the surroundings of the said Lease Premises clean and tidy and to comply with all municipal and health and safety regulations applicable to the purposes for occupation and use of the Lease Premises.
- 4.7 Not to use the said Lease Premises in a way, which would create nuisance or annoyance to the neighbours.
- 4.8 To maintain general utility services and promptly pay for all charges liable on telephone, electricity, water and sanitary services provided to the Lease Premises by the concerned authority to avoid disconnection of the same. Lessor will provide Luku Meter box for electricity.

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- 4.9 To provide adequate security for the said property and all goods kept by the Lessee on the said Property. The Lessee acknowledges and agrees that the Lessor shall not be held liable as a result of any theft or loss on the said property.
- 4.10 Not to do anything which might invalidate any insurance policy covering the said property or which might increase the premium.
- 4.11 Not to hold any auction sale in the said property except for the purpose of sales and store hardware materials.
- 4.12 To use the said Property for storage, Sales, Office and Factory.
- 4.13 Lessee shall not engage in any act intended to facilitate illegal activity including Drug related illegal activity, on or nearby said premises
- 4.14 To comply with the terms of every Act or Parliament, order, regulation bylaw, rule license, and registration authorizing or regulating how the said property is used and to obtain, renew and continue any license or registration, which is required.
- 4.15 Not to sub-let or assign the Lease Premises under any condition.
- 4.16 To affect repairs and replace all the fixtures that may be damaged by the Lessee and/or its agents, visitors or licenses, natural wear and tear accepted.
- 4.17 The Lessee is to safely keep and carefully use the Lease Premises and not sell or attempt to sell the same.
- 4.18 **ACCESS**  
The Lessee is to give the Lessor or anyone authorized by him in writing, access to the said property on receipt of adequate prior request in writing for the following purposes;
- (a) Inspecting the condition of the said property, or how it is being used.
  - (b) Complying with any statutory obligation.
  - (c) Showing the said property to a mortgagee or during the last six months of the lease period to prospective tenants.
  - (d) Valuing the said Property
  - (e) Inspecting, cleaning or repairing neighbouring, property or any sewers, drains, pipes, wires and cables serving the said property or any neighbouring property.
- 4.19 Not to make any alteration to the permanent structures of the said Lease Premises without obtaining prior written consent of the Lessor.
- 4.20 To deliver the Lease Premises to the Lessor with all locks, keys and fasteners complete and in such state of repair and condition and presentations and there shall be strict compliance with the covenants and agreement in that behalf on the part of the Lessee herein contained upon expiration or sooner determination, natural wear and tear excepted.

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**ARTICLE 5**  
**THE LESSOR'S COVENANTS**

The Lessor hereby covenants to the Lessee as follows:

- 5.1 To keep the exterior of the Lease Premises together with the roof, Trusses, and main Structural walls of the Lease premises in fair tenable repair and condition.
- 5.2 That the Lessee paying the rent hereby reserved and observing and performing the several covenants and conditions as hereinabove on their part, shall peacefully hold unto and enjoy the tenancy of the premises throughout the term herein created Without interruption by the Lessor or any person rightfully claiming under or in the trust for the Lessor.
- 5.3 To provide a separate meter for Electricity (LUKU) and water
- 5.4 To pay land rent and municipal rates to the relevant authorities promptly.

**ARTICLE 6**  
**THE LESSOR AND THE LESSEE'S DECLARATION**

- 6.1 The Lessor and the Lessee hereby further agree and confirm.
- 6.2 That the toilet facilities are provided for and existing at the said Property for common and careful use by all the Lessees and occupants of the said property including the Lessee. The Lessee further undertakes to ensure that the toilets are kept clean at all times.
- 6.3 In the event the rent hereby reserved or any part thereof shall at any time be in arrears and remain unpaid for a period of thirty (30) days after the same has become due and payable, whether or not formally or legally demanded or if the Lessee fails or neglects to perform and observe any of the covenants and conditions herein contained and on his part to be performed and observed, or of the Lessee becomes bankrupt or is wound up whether voluntarily or compulsorily otherwise than for the purpose of amalgamation or reconstruction's then and in the event of any such case the Lessor may at any time thereafter re-enter upon and repossess the Lease Premises or any part thereof and hold onto the same as if this Lease had not been granted but without prejudice to any right of action or remedy of either party for any antecedent breach of the covenants herein contained.
- 6.4 That the Stamp Duty on this Lease Agreement shall be paid by the Lessee.
- 6.5 NEW GOVERNMENT LEVIES. In the event that the Government of the United Republic of Tanzania or any sub-division or agency thereof imposes any new or

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additional taxes, levies or imposts relating to tenancies that are payable by lessees, the Lessee agrees that it shall be responsible for such new or additional taxes, levies or imposts relating to this Lease.

## **ARTICLE 7**

### **NOTICE OF TERMINATION OR RENEWAL OF THE LEASE AGREEMENT**

- 7.1 Either party to this Lease Agreement may terminate or renew the term of the Lease agreement upon giving at least (3) months' written notice of the intention to terminate the Lease Agreement.
- 7.2 If the Lease is terminated in accordance with Clause 7.1 above, the Lessor shall refund to the Lessee any rent received in advance for the unexpired period of the Lease.

## **ARTICLE 8**

### **SERVICE OF NOTICE**

- 8.1 For the purposes of Service of Notice, any Notice under this Lease Agreement shall be in writing. Notice to either party by the other shall be deemed to be successfully served and sent by Registered Postal Mail at their respective postal address shown herein above.

## **ARTICLE 9**


### **DISPUTE CLAUSE**

- 9.1 This Lease shall be governed by the Laws of Tanzania. All claims and disputes whatsoever arising under this Lease shall be referred by either party to the arbitration, in accordance with the provisions of the Arbitration Act, Cap 15, by an arbitrator to be appointed by agreement between the parties or failing agreement within 14 days of notification by either party to be appointed by the Chairman for the time being of the Tanzania Institute of Arbitrators (TIA), on the application of either party. The decision of such arbitrator shall be final and binding on the parties

## **ARTICLE 10**

### **MISCELLANEOUS PROVISIONS**

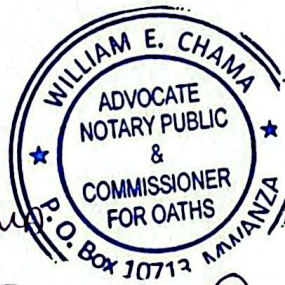
- 10.1 Notwithstanding the above terms and conditions of this Lease Agreement, it is hereby further agreed that any permanent structures and improvements made by the Lessee shall be considered as part of the Lease Premises.
- 10.2 If at any time during the term of lease for the Property or Lease Premises or any part thereof shall be destroyed or damaged by fire (not occasioned by the wilful act, neglect or default of the Lessee or his invitees, visitors or servants) or act of God or force majeure then and in any such cases and so often as the same shall

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happen the rent herein before reserved or a fair and just proportion thereof according to the nature and extent of the injury sustained shall cease and be suspended during and so long as the premises hereby demised or the destroyed or damaged part shall remain inhabitable or unfit for use by reason of such destruction or damage PROVIDED that if the Lessor shall fail or neglect to reinstate the Property or Lease Premises as aforesaid in 1 month period from the date of such damage or destruction, then the Lessee at his own option may terminate this lease forthwith by notice in writing and the Lessor shall refund to the Lessee any rent received in advance for the un expired period of the lease.

10.3 All matters arising from or in connection to this Lease Agreement shall be governed and construed in accordance with Tanzania Laws.

SIGNED by the said Rizwan G Kanji  
And DELIVERED in the presence of us this  
12<sup>th</sup> Day of MAY 2025  
BEFORE ME.



Name : WILLIAM E. CHAMA

Signature : [Signature]

Postal Address: Box 10713 Mwanza

LESSOR  
Tin No : 102 986 849

Qualification : ADVOCATE

SEALED with the COMMON SEAL of the  
Said PREMIER BEVERAGES LIMITED  
( Ernest Edward Wishi. )  
DELIVERED in the Presence of us this  
12<sup>th</sup> Day of MAY 2025  
BEFORE ME



Name : WILLIAM E. CHAMA

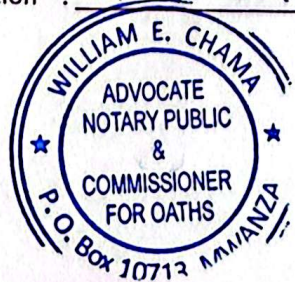
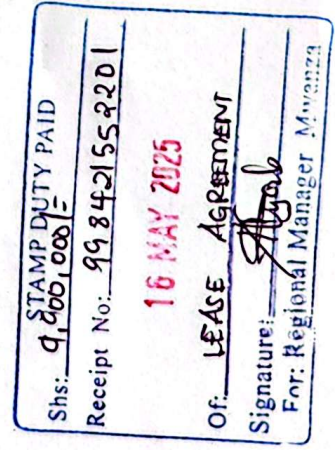
Signature : [Signature]

Postal Address: Box 10713 Mwanza

[Signature]  
LESSEE

Qualification : ADVOCATE

[Signature]  
LESSEE  
Tin No : 182 940 003



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