

AGREEMENT FOR LEASE OF GODOWN

THIS AGREEMENT is made at Dodoma this 15th day of February, 2026

by and between

GULU LIMITED, a limited liability company with Reg No. **169417865**, TIN: **169-417-865**, incorporated and existing under the Companies Act, Cap. 212 of the Laws of the United Republic of Tanzania, House No. 35 Near Chogo Bus Stand, Mji Mpya of Postal Office Box No. Handeni, Tanga (hereinafter referred to as "the Lessor") of the **ONE PART**,

and

SUNPRA VENTURES PRIVATE LIMITED, a limited liability company, TIN: **186-843-576** incorporated and existing under the Companies Act, Cap. 212 of the Laws of the United Republic of Tanzania, Plot No.372, Block "A", Masaki, of Postal Office Box No. Kinondoni, Dar es salaam, (hereinafter referred to as "the Lessee") of the **OTHER PART**.

WHEREAS:

- (a) The Lessor is absolutely seized and possessed or otherwise well and sufficiently entitled to the warehouses/godowns situated on Plots No.38 Block H, Ndachi B centre, within City of Dodoma, hereinafter referred to as "the demised premises";
- (b) The Lessor has agreed to grant the Lessee a lease in respect of One Godown for a period of Three Years commencing on the 1st day of March, 2026 to 28th day of February, 2029, without any interference, subject to terms and conditions laid down in this agreement;
- (c) The Lessee has agreed and hereby undertakes to rent the said premises for the said period and upon conditions and in the manner hereinafter stipulated.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. Godown Lease Rent

In pursuance of the said agreement the Lessor shall lease to the Lessee and the Lessee shall take on lease one Godown (measuring approx. size 1080 square meters) situated on Plots No. 38 Block "H" Ndachi B Centre, Within the City of Dodoma herein after referred to as 'demised premises' at monthly rent of Tanzania **Shillings Six Million One Hundred Eleven One hundred Twelve (TZS. 6,111,112/=)**.

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2. Service Charges

A monthly payment of Tanzania Shillings **Five Hundred Twenty Six Thousand Three Hundred and Sixteen (TZS. 526,316/=)**. The Service charges would include 24x7 hour security of the premises by a professional security agency (1 during daytime and 2 during nighttime); water for basic warehouse cleaning and other purposes, usage of common washrooms, and general cleanliness of compound.

3. Payment of the Rent and Service Charges

- 3.1 The rent and service charges shall be paid annually after deduction of withholding tax i.e 10% on annual rental amount and 5% on annual service charges.
- 3.2 The sum of total annual rental and utility amount payable to lessor after deduction of withholding tax will be Tanzania Shillings **Seventy Two Million (TZS. 72,000,000/=)** to the Lessor's Bank Account No. **8663885511**, Swift code: **FMBZTZX**, **Access Bank, Dodoma Branch** before commencement of every year of Contract.
- 3.3 Any future increase in withholding taxes by TRA will be borne additionally by lessee.

4. Renewal of the Term

The lease agreement hereby entered shall be for a period of Three years without rental increase, renewable at the option of parties and upon such terms as shall be mutually determined by both parties. In case of renewal rent shall be reviewed accordingly.

5. Lessor's Warranties and Representations

The Lessor warrants and represents to the Lessee that she is legally capable and duly authorized to enter into this Lease and perform all the obligations set out herein. The Lessor further warrants and assures the Lessee that the Lessee shall enjoy peaceful possession of the Premises without any interference from the Lessor or any person claiming for, under, or, in trust for him and that he shall keep the Lessee free and harmless from any demand, claim, action, or proceeding by any other party in respect or arising out of this Lease.

6. Lessee's Rights and Obligations

The Lessee **HEREBY COVENANTS** with the Lessor as follows:-

- 6.1 To pay the agreed rent at the time and in the manner herein provided;
- 6.2 To occupy the demised premises for Sunflower Oil Factory and Business of

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Other Agricultural commodities.

- 6.3 To pay for all charges for electricity, in connection with the demised premises during the said term;
- 6.4 To keep the interior of the demised premises and appurtenances thereof tidy and in good condition throughout the term.
- 6.5 To allow the Lessor at all reasonable times to enter upon the property to inspect or carry out repairs or for other purposes in connection with the demised premises;
- 6.6 The Lessee shall insure his business and property against fire, burglary and other risks.
- 6.7 The Lessee shall, without the written consent of the Lessor assign, sublet or part with possession of the demised premises or any part thereof;
- 6.8 Not to use the demised premises or any part thereof for any illegal or immoral purpose;
- 6.9 The Lessee shall be responsible for factory water and waste management and garbage collection for the entire period of this agreement.
- 6.10 To yield up the demised premises with fittings and additions thereto at the expiration or sooner determination of the term in good repair and tenantable condition in accordance with the covenants herein contained, fair wear and tear excepted;
- 6.11 The Lessee shall have the right, during the existence of this Lease, to attach fixtures in or upon the Premises hereby Leased, which fixtures, so placed in or upon or attached to the said Premises shall be and remain the property of the lessee and may be removed there from by the lessee prior to the determination of the Lease, or within a reasonable time after the Lease is terminated.

7. Lessor's Rights and Obligations

The Lessor **HEREBY COVENANTS** with the Lessee as follows:

- 7.1 The Lessor shall bear and pay costs of security, water, common washrooms, sewerage system and environmental maintenance.
- 7.2 Subject to the Lessee performing all the covenants herein above specified, not to interfere or allow other person rightfully claiming under or in trust for the Lessor to interfere, interrupt or intrude upon the Lessee peaceful enjoyment of the demised premises throughout the said term;

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- 7.3 For the purpose of maintaining the Premises, the Lessor reserves the right to enter the Premises to inspect and make any necessary repairs, so long as such entry is at prearranged times, with the consent of the Lessee (which consent shall not be unreasonably withheld) and, at Lessee discretion;
- 7.4 The Lessor agrees to commence, carry out, and complete emergency repairs within 72 hours after receiving oral or written notice from the Lessee. For repairs, which cannot be completed within two days after receiving notice from the Lessee, the Lessor agrees to present a completion schedule for acceptance by the Lessee. For any emergency repairs, which the Lessor does not handle in this manner, the Lessee may undertake the repair at Lessors expense. Any funds expended by Lessee, in this regard shall be deemed prepaid rent and a subsequent rental payment shall be reduced by this amount. If no additional rental payments are due the Lessor will make a direct refund to the Lessee.
- 7.5 The Lessor accepts full and sole responsibility for the payment of all fees, rental taxes, rates, duties and any other levies and charges imposed by the Government, Revenue Authorities, City Council or other authority in relation to the demised premises. All expenses, if any, incurred in connection with the execution or registration of this Lease, charges, transaction taxes, stamp duties or other fiscal charges shall be paid by the Lessee.

8. Lessor's Default

In the event the LESSOR fails to fulfil any of its obligations under this Lease, and where this Lease specifically provides no other remedy for such failure, the LESSEE is entitled either to terminate this Lease without prior notice, thereby receiving any outstanding unliquidated advances of rental payments, or, at its option, to take any measures which it deems necessary to establish the conditions contemplated by this agreement at the entire expense of the LESSOR. The LESSEE will notify the LESSOR in writing of its intention to take action in accordance with this Article prior to taking such action.

9. General Terms and Conditions

It is hereby provided always and it is hereby expressly agreed and declared as follows:-

- 9.1 If at any time during the term of lease for the demised premises or any part thereof shall be destroyed or damaged by fire (not occasioned by the willful act, neglect or default of the Lessee or licensees, invitees, visitors or servants) or act of God or force majeure then and in any such cases and so often as the same shall 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;
- 9.2 Either party shall be at liberty to terminate this lease agreement before its

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expiration by giving to the other party Three Months Written Notice and the Lessee shall at the expiration of such notice deliver vacant possession of the premise to the Lessor.

- 9.3 If the Lessee shall be desirous of taking a lease of the demised premises for any further term upon the expiration of the term hereby granted, he shall be obliged to give the Lessor a Three-months written notice of such desire prior to the expiration of the term hereby granted;
- 9.4 If the Lessee shall have reasonably performed and observed the several stipulations herein contained on her part to be performed and observed up to the termination of the term hereby granted then the Lessor may let the demised premises to the Lessee for the further term and on such conditions as will be mutually determined by both parties.

10. Dispute Resolution

That this agreement shall be binding upon both parties and it shall be governed and interpreted in accordance to the laws of the United Republic of Tanzania. Any dispute or difference whatsoever which shall at any time hereafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the rights, duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or as to any other matter touching on the lease shall be referred to one arbitrator whose appointment will be agreed to by the parties hereto.

11. Notices and authorized representation

Any notice to be given by either party shall be in writing and shall be deemed duly served if delivered personally or sent by email, and will be deemed duly given or sent when delivered to email address and other contact details. The authorized representatives, signatories and decision makers for both parties will be individuals mentioned against each as follows. No other individuals will take decisions with regards to this partnership

For GULU LIMITED

NAME – Benson Benedict Suleiman
Phone number - +255628848935
National Identity Number – 20011125141020000125
Email: benson.suleiman1@gmail.com

For SUNPRA VENTURES

NAME - Sandeep Bhattacharjee
Phone number - +255 - 617494178
Email id – sunpraventures@gmail.com
Passport No. I0495413

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11. Execution Copies

This Lease shall be executed in duplicate; one shall be retained by the Lessor and the second by the Lessee

IN WITNESS WHEREOF, the Lessor and the Lessee have put their respective signatures on this agreement on the day, month and year hereinbefore appearing.

SEALED with COMMON SEAL of the said
GULU LIMITED and **DELIVERED** in presence of us
this 15th day of February, 2026



Name : **BENSON BENEDICT SULEIMAN**
Signature :
Postal Address : **1109 Dodoma**
Qualification : **Director**

Name : **HODRUM BENEDICT SULEIMAN**
Signature :
Postal Address : **1109 Dodoma**
Qualification : **CEO**

Before Me

Name : **Clara Mathew Simba**
Signature :
Postal Address : **162 Dodoma**
Qualification : **Advocate**



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Signed at Dodoma by the said **Sandeep Bhattacharjee**
on behalf of **M/S SUNPRA VENTURES
PRIVATE LIMITED**
who is known to personally/introduced to me by
this 15th day of February, 2026



Name : **SANDEEP BHATTACHARJEE**
Signature : *Sandeep Bhattacharjee*
Postal Address : **PLOT 372, MASAKI, DAR ES SALAAM**
Qualification : **Director**

Name : **SAMEER MISHRA**
Signature : *Sameer Mishra*
Postal Address : **PLOT 372, MASAKI, DAR ES SALAAM**
Qualification : **Director**

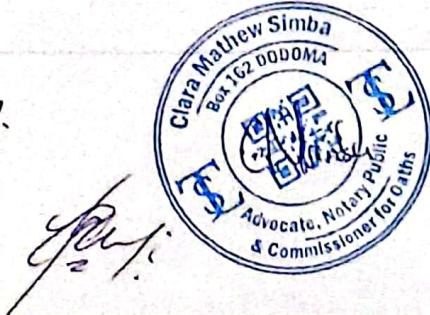
Before Me

Name : **Clara Matthew Simba**
Signature : *Clara Matthew Simba*
Postal Address : **162 Dodoma**
Qualification : **Advocate**



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Clara



Sandeep Bhattacharjee

Sameer Mishra

Control No:

998421828116



TANZANIA REVENUE AUTHORITY

ISO 9001 : 2015 CERTIFIED

Commissioner for Domestic Revenue Order Form for Electronic Funds Transfer to Bank of Tanzania

Name of Account Holder(s): SUNPRA VENTURES PRIVATE LIMITED
Bank Account Number: 015C001FXSW00
Name of Commercial Bank: CRDB BANK LTD.
Mobile Phone: 0625553665

Please transfer from my/our account the amount of TZS 733,333.00
Amount in Words: Seven Hundred Thirty Three Thousand Three Hundred Thirty Three Shillings Only

Value Date: 16/02/2026 13:14:50
To: Commissioner for Domestic Revenue
Tanzania Revenue Authority
BOT

Account Number: **9921134701**
SWIFT Code: **TANZTZX**

Details of Payment (field 70 of MT103): **998421828116**
Taxpayer TIN: **186843576**
Taxpayer Name: **SUNPRA VENTURES PRIVATE LIMITED**

TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)

#	Tax Description	Debit Number	GFS Code	Tax Amount(TZS)
1	Stamp Duty	2026020000524605	11414102	733,333.00

Signature Date...../...../20.....
Signature..... Date...../...../20.....

Bank use only Reference number
<input style="width: 100%; height: 20px;" type="text"/>

Note to Commercial Bank:

1. Please capture the above information correctly.
2. Field 70 of MT103 carries a payment control number, must be captured correctly.

*Shenawa*

REGISTRAR OF TITLES

(11-Apr-2025)

Registered under section 27 of the Land Registration Act (Cap 334).

I. REGISTERED OCCUPIER AND TENURE

THIS IS TO CERTIFY that **GULU LIMITED** a limited liability company incorporated in Tanzania under the Companies Act No 12 of 2002 (Cap.212) of P.O.Box 16134, Dodoma, DODOMA (hereinafter called "the Occupier") is entitled to the Right of Occupancy (herein called "the Right") in and over the land described herein (hereinafter called "the land") for a term of **ninety nine (99) years from the first day of January two thousand twenty three** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution thereof amendment thereof and to special conditions.

II. DESCRIPTION OF THE PROPERTY

District: Dodoma
 Location: Ndachi B Center
 Block: H
 Plot No.: 38
 Area: 12100.00 Square Metres
 Reg. Plan No.: 108380

Plot Reference Points (Part of):

TAREF11 / UTM ZONE 36S

	X	Y
NP1	796730.73	9321188.91
2BN14	796691.63	9321129.54
NP2	796606.48	9321275.13
CDA120K	796564.25	9321212.59

