THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT 1999

(NO: 4 OF 1999)

CONTRACT OF LEASE
(Under section 64)

FOR REGIONAL MANAGER
27 FEB 2023
REAL ESTATE
ILALA CITY REGION

C.T NO: 6098
Plot No: 2169 /82 and 2170/82
Morogoro Road/Jamhuri Street
Central Area Ilala
Dar Es Salaam
Tanzania

LEASE AGREEMENT BETWEEN

NISHIT RATILAL PATTANI AND NITEN RATILAL PATTANI

AND

ANUDHA LIMITED (ANURAG HASSIJA)

PERIOD OF LEASE WILL BE FOR 5 YEARS FROM 1ST FEBRUARY, 2023 TO 31ST JANUARY, 2028

A. Date — 1st FEBRUARY, 2023

B. Lessor — NISHIT RATILAL PATTANI AND NITEN RATILAL PATTANI of P.O BOX 8173, Dar-Es-Salaam hereby referred to as the lessor

C. Lessee — ANUDHA LIMITED of P.O. BOX 5982 Dar-Es-Salaam referred To as the Lessee

D. Property — Ground floor plus two-story Building situated on Plot No: 2169/82 And 2170/82, Morogoro road, Dar-Es-Salaam comprising of Two Shops (which has now been renovated in to one shop) and four Flats (Each floor with two flats.)

E. Lease Period: This lease agreement is made between lessor and lessee for a period of five years effective from 01/02/2023 to 31/01/2028.

F. Used Allowed: The Lessee is entitled to use premises solely for the above Mentioned company (ANUDHA LIMITED) for trading in retail and Wholesale only.

G. Rent. The lessee has agreed to pay rent of USD 10000.00 (US Dollar Ten Thousand only) per month plus VAT for use of the said property for The period of 30 Month from 01/02/2023 to 31/07/2025 and from The period of another 30 months 01/08/2025 to 31/01/2028 the Rent payable will be USD 11000.00 (US Dollar eleven thousand only) Per month plus VAT. It has Further Also agreed by both the Parties That the rent will be paid in advance of every three Months and The Rent will be paid equivalent in Tshs at prevailing rate at the time Of issuing the invoice.

LESSEE OBLIGATION

1. PAYMENTS

The lessee hereby convents with Lessor as follow:

A. To pay to lessor net payments as aforesaid on timely basis. The lessee shall remit all sum of w tax on above to appropriate to Authority and furnish to lessor withholding certificate setting out name and address of lessor, in the appropriate period.

B. The cost and expenses (including professional fees) which the lessor incurs in,

1. Preparing and serving notice of breach of the lessee's obligations even forfeiture of this lease is avoided without a court order.
2. Preparing and serving schedules of dilapidation either during the lease period or regarding failure to give up the property in appropriate state or repair when the lease expires.
3. Application for renovation to be sent for approval to city council, copy of which be given to lessor prior renovation.
4. All repair and renovation approved will paid by the lessee.
5. Any expenses made on renovation alteration will be met by the lessee only. The lessee should not claim to the lessor on the any expenses made on the Renovation or alteration for the said premises.

C. And is making any payments under this clause:

FOR: REGIONAL MANAGER
27 FEB 2023
REAL ESTATE MANAGEMENT

1. Lessee will only deduct 10% of withholding tax and balance amount of rent should be paid to lessor as agreed. Further lessor shall only pay land rent and property tax mount.
2. 18% VAT to be added on the agreed rent.
3. Water and electricity cost in the building be met by lessee.

II. USE:

1. The lessee will comply with the following requirement and the lessor will not allow anyone to intervene as here in mentioned.
2. Not do anything which might invalidate any insurance policy covering the property or which might increase premium.
3. Not to hold any auction sale on the property leased.
4. Not to use property for any use activities which are dangerous, offensive, noxious, illegal or immoral, which may become a nuisance or annoyance lessor or to the owner or occupier of any neighboring property.
5. To comply with terms of every act of parliament, order regulation, by law rule, license and registration regulating how the property is used and to obtain renew and continue any license or registration which is required.
6. The lessee is not allowed to sublet, transfer, wholly or partially or mortgage leased property.

III. ACCESS

1. The Lessee is to give lessor or anyone on behalf of lessor authorizing it in writing or verbally to have access to the property.
2. For this purpose:

A. Inspecting the condition of the property and how is being used.
B. Doing work which lessor has permitted.
C. Complying with statutory obligations.
D. Viewing the property as a prospective buyer or managing it during the last six month of lease period as prospective lessee.
E. Evaluating the property.
F. Inspecting, cleaning or repairing neighbor's property or any sewer, drains, pipes, wires, cables, serving neighbors.

IV. CONDITONS

The lessee is complying with the following duties in relation to Property: -

A. To keep in good and substantial repair and condition the whole of the leased property and to be responsible for all minor or major maintenance including interior and exterior of the property.

B. But the lessee need not:

1. Alter or improve the property.
2. Make good damage caused as per the term of insurance, except to The extent that the policy money has not been paid because of any Act or default of lessee or its employees.

C. Not to make any alterations without with the lessor consent in Writing during the lease period.

D. Any alteration and renovation made during the lease period Permanent fixture like partitions/ tiles / door / window / electricity Wiring shall not be removed at end or termination of the lease period.

E. The lessee shall have the right to place and install personal property, Trade fixtures, equipment and other temporary installations in and Upon the leased premises and fasten the same to the premises. All Personal property, equipment, machinery, Trade fixture and temporary Installation of equipment installations of Equipment by the lessee thereafter, Shall remain lessee property free and clear claim by lessor shall have right to remove the same at any time during the term of this lease.

V. TRANSFER

1. The lessee shall not transfer, sublet or share occupation of whole Or in part of the leased property without lessor's prior written consent.

2. lessee should inform and take consent of lessor in writing if share of the company Ware being transferred out to his family or to anyone in majority and lessor is Obligate to give consent in time if found reasonable and secured from Future risk of the said property.

VI. QUIET ENJOYMENT

1. While lessee complies with the term of the lease the lessor are any of his agents will permit the lessee quiet enjoyment of the leased property.

27 FEB 2023

VII. INSURANCE

The lessor agrees with lessee that: -

VIII. OTHER MATTHER

1) The lessee agrees to bear all legal cost and said lease agreement including Stamp duty, registration, value's report and other incidentals.

IX. FORFEITURE AND ENTRY

The lease comes to end if lease does not comply with the following:

1. Payment of rent on due date as agreed herein and issue notice of one month to vacate the premises.

2. The lease has not complied with any terms in lease.

3. The lessee files for liquidation (unless solely for purpose of amalgamation or reconstruction when solvent) or has and administrator receiver approved or has an administration or made in respect of it

X. END OF LEASE

1. On expiry of the lease the lessee will vacate property and given the Possession Of premises in state and good condition OR

2. At the end of the lease, lessor may renew the lease agreement with Revised rate and terms and conditions must fully be agreed by both parties.

3. Either the lessee or lessor may terminate the present lease agreement by giving to each other three month written notice.

4. At the time of termination or end of contact the lessor will not be responsible for any cost of renovation or installation done during by lease.

XI. GENERAL

1. **LESSOR**

   The lessor included any person who has been authorized by the lessor At any particular time has the right to receive rent under this lease.

2. **LESSEE**

   The lessee include the person who has been authorized by lessee at any particular time is given right by this lease to possess the premises started

3. **LAW & JURISDICTION**

   This lease agreement shall governed and constructed in accordance to the Laws of Tanzania.

FOR MANAGER 27 FEB 2023 REGION

Signed and delivered by the said NISHIT RATILAL PATTANI of Dar es Salaam AND)

.....
NISHIT RATILAL PATTANI

Signed and delivered by the said NITEN RATILAL PATTANI of Dar es Salaam who is known to me)

.....
NITEN RATILAL PATTANI

Personally in my presence)
This 27th **day of** February **2023**)

Signature: .....)
Address : P.O.Box 7379, DSM)
Qualification: ADVOCATE)

Michael Peter Bajutha
P.O.Box 7379 Dar es Salaam
Advocate, Notary Public & Commissioner for Oaths

Seal with common seal the said)
ANUDHA LIMITED)
At Dar es salaam this ..... **day of** ..... **2023**)

ANUDHA LIMITED
P.O.Box 5982
DAR-ES-SALAAM
TEL: 2122745, 2122747
FAX: 2126490

.....
ANUDHA LIMITED
DIRECTOR

Signature: .....)
Address : Box 5982)
Qualification: Accountant)

Seal with common seal the said)
ANUDHA LIMITED)
At Dar es salaam this 1 day of)
..... 2023)

ANUDHA LIMITED
P.O. Box 5982
DAR-ES-SALAAM
Tel: 2122745, 2122747
FAX: 2126490

Signature: .....)
Address : Box 5982, Dar)
Qualification: Accountant)

Darpika Hassija
.....
ANUDHA LIMITED
DIRECTOR

FOR: REGIONAL MANAGER
27 FEB 2023
REAL ESTATE
ILALA TAX REGION

TIN: 100-113-473

COPY: 1500

27/2/2023

STAMP DUTY

Shs: 1500/= Collected
Receipt No. 9984110734380 Date: 27/2/2023

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Regional Manager - Ilala Tax Region