

THIS LEASE is made as of the 25th day of October 2021

BETWEEN :

- 1. **HARI SINGH AND SONS LIMITED** a limited liability company incorporated in the United Republic of Tanzania of Box no 299 Moshi Tanzania, (hereinafter called "the lessor "which expression shall where the context so admits include its successors in title and assigns); and
- 2. **KILI FOODS AND BEVERAGES CO LTD**, a private company incorporated with limited liability in the United Republic of Tanzania and for the purpose hereof of post box no 299 Moshi Tanzania (herein after the "the lessor "which expression shall where the context so admits include its successors in title and assigns).

WHERE AS;

- (A) The lessor is the Registered proprietor of **ALL THAT** land comprised on property known as (certificate of titles no **11066** and being the entire property comprised in the above mentioned title together with all the immovable assets such as buildings and installations erected thereon (herein after called "the demised Premises").
- (B) The lessor desires to lease part of the Demised Premises to the extent of **2,700 sqm** (as delineated on the sketch Map of the Demised Premises annexed to this agreement as schedule **annex 1**) attached herewith, to the lessee and the lessee desires to lease the part of Demised Premises from the lessor for the term, at the rent and upon the covenants, conditions and provisions herein set forth.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. RENT AND TERM

- a) In consideration of the rent reserved herein and of the lessee's and lessor's covenants and agreements contained herein the lessor **HEREBY LEASES** to the lessee part of the Demised Premises as mentioned under Recital a above for a term of 40 years (herein after referred as 'Term') starting from 1st December 2021 on rent of **Tshs 250,000/- per month** exclusive of all Taxes, payable yearly.

The Rent shall remain the same for entire Term of Lease. This lease Agreement shall be atomically renewed upon expiry of Term, without any changes in rent from the date hereof, on similar or identical terms of conditions.

- b) The rent is subject to the deduction of statutory withholding tax and the lessee shall provide to the lessor a copy of the receipt for each payment of the said tax made to Tanzania revenue Authority within thirty days of each payment of the rent Installment to the Lessor.

2. THE LESSEE COVENANTS WITH THE LESSOR as follows:

- (a) To pay the rent in the manner set in clause 1 herein.
- (b) To use the demised premises in a lawful and orderly manner and nothing shall be done or omitted contrary to any law or regulations for the time being in force relating to the use of the premises of a like nature and not to do or permit or suffer to be done anything whereby any rules or regulations of the local authority for the time being in force applicable to the Demised Premises may be contravened and /or its consent to the use and occupation of the demised premises for the purpose aforesaid may be withdrawn;
- (c) Not to permit or suffer to be done in or upon the Demised Premises or any part thereof anything which would or might be or become or cause a nuisance , annoyance ,inconvenience or disturbance to any person or cause any problem which adversely effects the surrounding environment of demised premises.
- (d) Not to extent boundary beyond the leased area marked in the annex A
- (e) To pay and make good to the Lessor all and every loss and damage whatsoever incurred os sustained by the lessor as a consequences of every breach or non observance of the Lessee covenants herein contained;
- (f) To allow the lessor and its agents and all other persons authorized by the Lessor to access the common roadways within the Demised Premises.
- (g) The lessee to use the premises for manufacture plastic bottles and of liquor bottling plant . All necessary precautionary measures for pollution control will be implemented.

3. THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:

- a) That the lessee , paying the rent hereinbefore reserved and performing and observing the several covenants and stipulations herein on its part contained, shall be entitled peace fully to hold and enjoy the demised premises during the term hereby created without interruption by the lessor or any person rightfully claiming under or in trust for the lessor.

4. PROVIDED ALWAYS AND ITS IS HEREBY AGREED as follows:

- (a) All stamp duties and registered fees and surveyors fees (if any) in connection with the penetration and completion of this lessee and proportionate land rent shall be paid by the lessee.
- (b) All notices required under this lease shall be in writing by both parties
- (c) All rents and other sums payable hereunder should be deemed to be exclusive of any value added tax or similar tax charged or chargeable in respect thereof.

5. This Agreement is hereby expressly made irrevocable cannot be cancelled or terminated.



6. The lessee hereby accepts this lease subject to the conditions restrictions and stipulations above set forth or referred to.
7. This lease shall govern by and constructed in accordance with the laws of the United Republic of Tanzania.


IN WITNESS WHEREOF the parties hereto have executed this lease on the Day and the year first hereinbefore written.

LESSOR


SEALED with the Common Seal of
HARI SINGH & SONS LTD)

And DELIVERED in the presence of us
 This 25/10 day of 2021)

Full Name : **Jaspal Singh Dhani**)

Signature : )
 Address : Box 299 – Moshi – Tanzania)
 Designation : Director)


Full Name : **Rajenderpal Singh Dhani**)

Signature : )
 Address : Box 299 – Moshi – Tanzania)
 Designation : Director)




LESSEE :

SEALED with the Common Seal of
KILI FOODS & BEVERAGES CO LTD)

Full Name : **Amandeep Singh Dhani**)
 Signature : )
 Address : Box 299 – Moshi – Tanzania)
 Designation : Director)



Full Name : **Mandeep Singh Dhani**)

Signature : )
 Address : Box 299 – Moshi – Tanzania)
 Designation : Director)



CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

Date of Issue:


Title Number: 11066 LAND REGISTRY MOSHI

Land Office Number: 92916

Land: Plot No. 161, Block JJJ, Section V, Moshi Municipality

Term: ninety nine years

TITLE No. 11066
 REGISTERED ON
 5-7-94
 200 A.
 W. S. M. M.
 Registrar of Titles



Stamp Duty Shs. 95/- Paid
 and Revenue Receipt No. 721211
 of 18.8.84 issued.
 W. S. M. M.
 Registrar of Titles
 L.O. NO. 92916

Stamp Duty Shs. 190/- Paid
 K.L.O. NO. JJS/V/161
 on Original Revenue Receipt No. 721211 of 18.8.84
 W. S. M. M.
 Asst. Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA
 (SECTION 9 OF THE LAND ORDINANCE)
 CERTIFICATE OF OCCUPANCY

The 14th day of APRIL One thousand nine hundred NINETEEN^{FOUR}

TITLE NO. 11066 LAND REGISTRY, MOSHI

THIS IS TO CERTIFY that STONE PRODUCTS LIMITED A LIMITED LIABILITY COMPANY INCORPORATED IN TANZANIA AND HAVING ITS REGISTERED OFFICE AT MOSHI OF P.O. BOX 919 MOSHI (hereinafter called "the Occupiers") are entitled to a Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of ninety nine years from the first day of July One thousand nine hundred and eighty four according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following special conditions:-

1. The Occupiers having paid rent up to the thirtieth day of June, 1985 shall thereafter pay rent of Shillings five thousand (5000/=) a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for lands (hereinafter called "the Minister") on the first day of July in each of the years 1994, 2004, 2014, 2024, 2034, 2044, 2054, 2064 and 2074 or within three years thereafter, in each case.
2. The Occupier shall:-
 - (i) Erect on the land buildings (hereinafter called "the buildings") designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the Moshi Municipal Council (hereinafter called "the Authority")
 - (ii) By the thirty first day of December 1984 submit to the Authority such plans for the buildings (including block plan showing the position of the buildings) and such drawings, elevations and specifications of them as will satisfy the Authority and as are in accordance with the building condition in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;
 - (iii) Within six months from the date of notification by the Authority of approval of the plans and specifications referred to in sub paragraph (ii) above begin buildings on the land in accordance with such plans and specifications;
 - (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirtieth day of June 1987
 - (v) At all times during the term after the thirtieth day of June 1987 have on the land existing buildings approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands (hereinafter called "the Commissioner")

- (vi) Not erect or commence to erect to the land any building except in accordance with building plans and specifications which shall have been first approved by the Authority as hereinbefore provided.
- (vii) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director of Surveys and Mapping.

Approval of Plans of any building by the Authority shall not imply that the construction of such a building will satisfy the Occupier's obligation under the conditions of the Right and shall not imply waiver or modification of any condition in the Right.

- 3. (i) The Occupier shall not subdivide the land or assign, sublet or otherwise dispose of or deal with the whole or any part of it or of any building on it without the previous written consent of the Commission.
- (ii) Occupation or use of the whole or any part of the land or building on it by any person other than the Occupier or their employees agents or contractors shall be deemed a dealing with the land or buildings.
- 4. The Commission have on absolute discretion to give or withhold consent under condition 3. Any dealing or agreement (other than a mortgage or charge) entered into before compliance with condition 2 (iv) will not require consent except in special circumstances of which the Commission shall be the sole judge.
- 5. The Occupier shall further:
 - (i) make and maintain on the land throughout the term adequate arrangements for water supply, drainage and dispose of trade refuse and effluent to the satisfaction of the Authority;
 - (ii) make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose;
 - (iii) provide and maintain on the land such sanitation facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.
- 6. The Occupier shall pay to the Minister on demand made by the Commission on his behalf:
 - (i) any further fees or stamp duties which may be discovered to be payable by the occupier(s) in connection with the Right
 - (ii) an amount equal to any contribution in lieu of rates which may be payable by Government for the land during the term of the Right
 - (iii) such sum as the Commission shall assess as a proper share payable to the land of the cost of making up the road or improvement of same upon which the land fronts, abuts or adjoins whether such demand is made before, during or after such making or improvement thereof. This condition does not oblige the Government to make improve roads.

MOSHI MUNICIPALITY

INSET SHOWING DETAILS OF PLOT

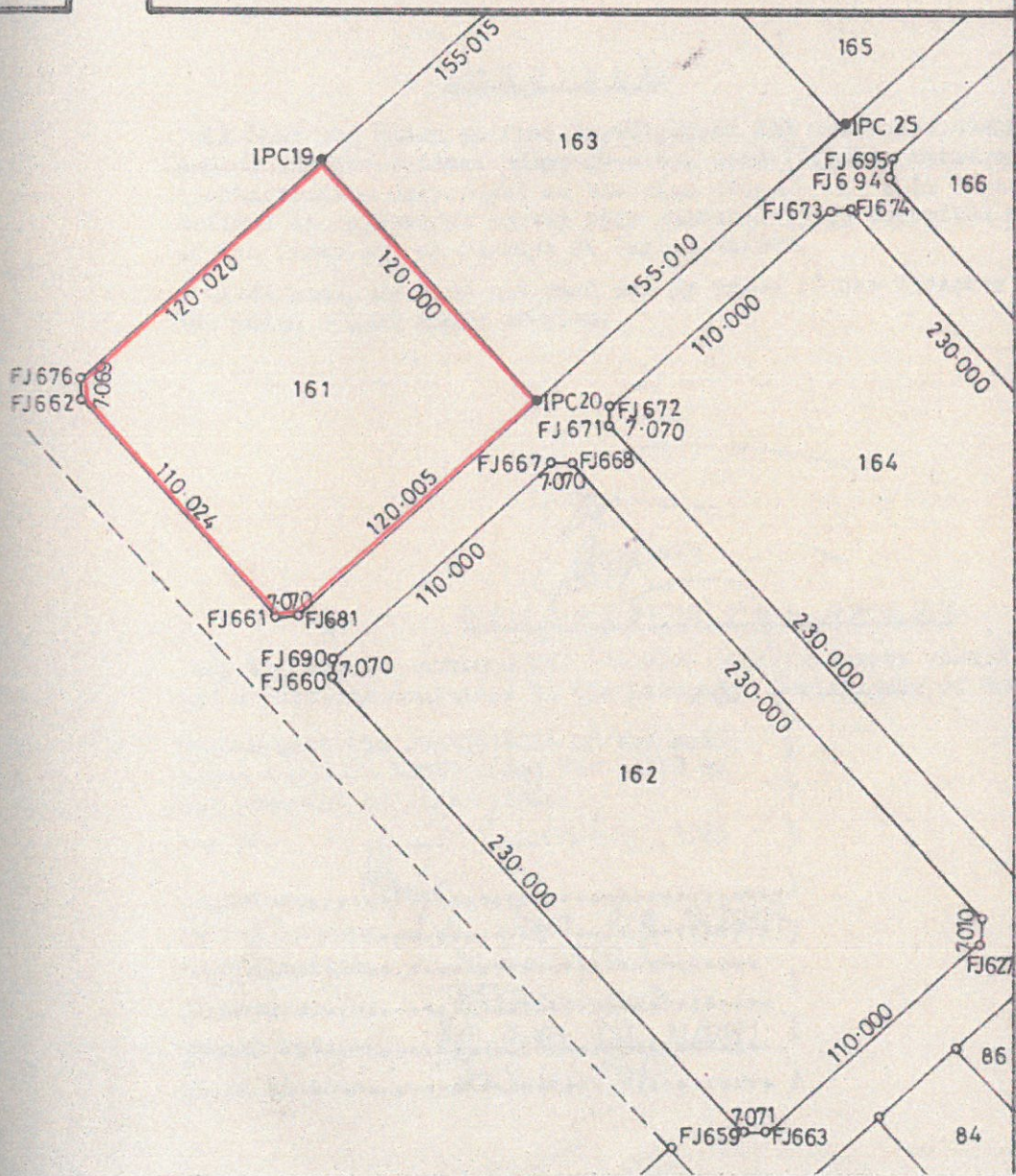
LOCALITY SECTION V

BLOCK JJJ

PLOT NO. 161

L O. NO. 92916

AREA 1.520 HECTARES



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910 816

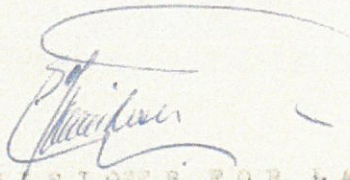
7. Only one main building together with the usual and necessary buildings shall be erected on the land and the same shall be used for Industrial purposes only. Use Group 'M' Use classes(a) and (c) as defined in the Town and Country Planning (use classes) Regulations, 1960.

8. The President may revoke the Right for good cause and in Public interest.

SCHEDULE:

All that and known as Plot No.161, Block JJJ Section V, MOSHI Municipality containing one Decimal point five two zero (1.520) hectares shown for identification only edged on the plan attached to this Certificate and defined on registered survey plan numbered 19335 deposited at the Office of the Director of Surveys at Dar es Salaam.

GIVEN under my hand and seal and by order of the Minister the day and year first above written.



COMMISSIONER FOR LANDS

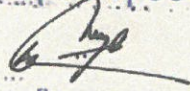
WE, the within-named STONE PRODUCTS LIMITED hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy

SEALED with the COMMON SEAL of the said)
 STONE PRODUCTS LIMITED and DELIVERED on)
 the presence of use this)
 day of 2nd November 1993)
 Signature..... *M. M. M.*)
 Postal Address..... P.O. Box 919, Moshi)
 Qualification..... DIRECTOR)
 Signature..... *[Signature]*)
 Postal Address..... P.O. Box 919, Moshi)
 Qualification..... DIRECTOR)



LAND REGISTRY, MOSHI
TRANSFER

Filed Document No. 23330
Date of registration 21-5-2008 time 1:00 P.m.
To HARI SINGH AND SONS LIMITED
of P.O. BOX 299, MOSHI.
(CONS. TSHTS. 8,000,000/-).



Asst Registrar of Titles

