

**THE LAND ACT No. 4 OF 1999  
(AS AMENDED)**

**LEASE AGREEMENT**

**BETWEEN**

**SUPAFOOD CORPORATION LIMITED**

**AND**

**TANZTECH ELECTRONICS LIMITED & GROUP COMPANIES**

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**CONCERNING THE LEASE OF A PROPERTY SITUATED ON PLOTS NO. 66-71 & PLOT  
NOS .4(1-3) & 5(1-5) INCLUDING FACTORY PREMISES, OFFICE BUILDINGS AND  
STAFF QUARTERS COMPRISED UNDER CERTIFICATE OF TITLE NUMBER 16933 &  
43366-73, SITUATED AT CORRIDOR AREA, THEMI HILL, ARUSHA MUNICIPALITY**

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**DRAWN BY:**

**MAWALLA ADVOCATES,  
MAWALLA HERITAGE PARK, MAWALLA ROAD,  
PLOT NO. 175/20, P.O.BOX 6101,  
ARUSHA - TANZANIA.**

## LEASE AGREEMENT

This Agreement is entered this **01** day **09** of **2022**

### BETWEEN

**SUPAFOOD CORPORATION LIMITED** a limited liability company whose address is P.O. Box 1512 Arusha, Tanzania (hereinafter referred to as "**the Lessor**"), which expression where the context so admits includes the Lessor's successors in title and assigns of one party;

### AND

**TANZTECH ELECTRONICS LIMITED & GROUP COMPANIES**, a Company incorporated in the United Republic Of Tanzania and other Group Companies whose address is P.O. Box 631 Arusha, Tanzania (hereinafter referred to as "**the Lessee**"), which expression where the context so admits includes the Lessee's successors and assigns of the other part;

### WHEREAS

- A. The Lessor is the registered owner of a property situated on Plots No. 66-71 comprised under Certificate of Title Number 16933 situated at Corridor Area, Thembi Hill, and Plot No. 4 (1-3) and Plot No. 5(1-5) Arusha Municipality which includes offices buildings, staff quarters warehouses, etc. (hereinafter referred to as "**the Premises**") together with all its improvements and developments thereon;
- B. At the request of the Lessee, the Lessor has agreed to lease the Premises to the Lessee to be used by the Lessee for commercial purposes subject to the terms and conditions of this agreement.

**NOW THIS AGREEMENT WITNESSETH** as follows:

#### 1.0 DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

###### In this agreement:

- 1.1.1 '**Premises**' means a property situated on Plots Nos. 66-71 & 4(1-3) & 5-(1-5) comprised under Certificate of Title Numbers 16933 & 43366-73 situated at Corridor Area, Thembi Hill, Arusha Municipality which includes offices buildings, staff quarters warehouses, etc. and the expression include:

- 1.1.3.1 All additions and improvements to the Premises,

- 1.1.3.2 all Lessor's fixtures and fittings of every kind that are from time to time in or upon the Premises (whether or not originally affixed or fastened).
- 1.1.3.3 all pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues and other conducting media that are in, under or over the Premises and serve it exclusively, including plant or fixtures and fittings and other ancillary apparatus, and
- 1.1.3.4 the surface of all walls and ceilings and the floor coverings and floor boards to the floors, and the beams or supports.
- 1.1.3.5 Any common areas, parking areas, gardens and land held with it.

1.1.2 **'The Rent'** means the fixed sum of United States Dollars One Thousand five hundred fifty six (USD 1,556) only less withholding tax applicable per month for the first 12months from 01.09.2022 to 31.08.2023 and USD 2,223 only less withholding tax for another 12months from 01.09.2023 to 31.08.2024.

1.1.3 **'The Term'** means a period of twenty four (24) months starting from the **1<sup>st</sup> September 2022 to 31<sup>st</sup> August 2024**, which the Premises is leased under this Agreement.

## 1.2 INTERPRETATIONS

- 1.2.1 Wherever the context so admits, the expression 'the Lessor' includes the person for the time being entitled to the reversion immediately expectant at the end of the Term of this lease.
- 1.2.2 The expression 'the Lessee', as this agreement excludes the Lessee's ability to assign or sublease, includes the Lessee's personal representatives, administrator or trustee in bankruptcy only.
- 1.2.3 Where the Lessor or the Lessee for the time being comprises two or more persons, obligations expressed or implied to be made by or with them are deemed to be made by or with such persons jointly and severally.
- 1.2.4 References in this agreement to any clause, sub clause or schedule without further designation shall be construed as a reference to the clause, sub clause or schedule to this agreement so numbered.
- 1.2.6 The clause, paragraph and schedule headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.

## **2.0 AGREEMENT TO LEASE, USE OF THE PREMISES AND TERM**

### **2.1 Agreement to Lease**

The Lessor agrees to lease and the Lessee agrees to take the Premises with the rights, for the Term, and the Rent subject to the terms and conditions of agreement, rights, easements and covenants to which the Premises is subject.

### **2.2 Use**

The Lessee shall occupy the Premises for offices/commercial purposes only.

### **2.3 Lease Term**

The lease term under this Agreement shall be for a period of twenty four (24) months starting from the 1<sup>st</sup> September 2022 to 31<sup>st</sup> August 2024.

### **2.4 Renewal/Extension of the Lease**

Should the Lessee require to extend the lease beyond the term of this Agreement, the Lessee shall give written notice to the Lessor about such wish one (1) month in advance of expiration of this lease. It is in the discretion of the Lessor to extend the lease beyond the present lease term and if accepted shall be subject to negotiation of new terms.

## **3.0 RENT AND SERVICE CHARGES PAYABLE**

3.1 The Lessee shall pay the sum of United States Dollars One Thousand five hundred and fifty six (USD 1,556) only less withholding tax at applicable rate per month to the Lessor being monthly Rent for the use of the Premises for the first twelve Months from 01.09.2022 to 31.08.2023 and the rent shall increase to USD Two Thousands Two Hundred Twenty Three (USD 2,223) per month for the next twelve months from 01.09.2023 to 31.08.2024

3.2 Both Parties have agreed that the Lessee shall pay six (6) months' rent for the period September 2022 to February 2023 on the signing date of the Agreement. The Lessee shall further pay three (3) months' rent for the period from March 2023 to June 2023 on the 1<sup>st</sup> of December 2022. The rent for the last three (3) months for the period June 2023 to August 2023 shall be paid on the 1<sup>st</sup> March 2023. The lessee shall Issue post dated cheques for the rent payable 1<sup>st</sup> December 2022 and 1<sup>st</sup> March 2023 on the signing date of this agreement to cover the first twelve months from 01.09.2022 to 31.08.2023.

The lessee agrees to issue posted cheques for the next twelve months period of 01.09.2023 to 31.08.2024 at the beginning of the following 12 months on 01.09.2023 follows. Post dated cheque of 01.09.2023 for Usd 6,000, 01.12.2023 for Usd 6,000, 01.03.2024 for Usd 6,000, and finally Usd.6,000 dated 01.06.2024.

3.3 The amounts stipulated above shall be deposited in the Lessor's designated bank account.

3.4 The lessee shall pay applicable stamp duty on the lease agreement and furnish proof of payment to the lessor.

#### **4.0 SPECIFIC CONDITIONS OF LEASE**

4.1 The Property is in a state of disrepair and the Lessee agrees to do all the repairs at his own cost to meet the requirements of the Lessee and the Lessor.

4.2 The Lessee agrees to carry out a quality repair works to the satisfaction of the Lessor.

4.3 These repairs shall include and not limited to:

4.3.1 Repair of all factory premises by replacing worn out roofing sheets and reinforcing roofing.

4.3.2 Repair of the Factory premises worn out floor areas.

4.3.3 Repair of the factory premises worn out or cracked walls by reinforcing cracked areas.

4.3.4 Painting of all factory premises walls and roof top iron sheets.

4.3.4 Repair of all main office & outlying offices (residential houses) by replacing worn out roofing sheets and reinforcing roofing.

4.3.5 Repair of all main office & outlying offices (residential houses) worn out floor areas.

4.3.6 Repair of all main office & outlying offices (residential houses) worn out or cracked walls by reinforcing cracked areas.

4.3.7 Painting of all main office & outlying offices (residential houses).

- 4.3.8 Repairs and painting of all outlying stores, changing rooms, canteen rooms etc.
- 4.3.9 Repairs and restoration of all walk aways.
- 4.3.10 Repairs of the Parking yard area and Main gate.
- 4.3.11 Repairs and clearing of the drainage system.
- 4.3.12 Maintenance of all the factory premises general environment
- 4.3.13 Any other repairs necessary to keep the premises and the general surroundings in good condition.
- 4.4 The Lessee shall inspect and approve all repairs work carried out by the Lessee to ensure that they have been done to the highest quality levels.
- 4.5 That if the Lessor is not satisfied with the repair work done by the Lessee, he shall be instructed to remedy the works.
- 4.6 Where the total repair works done are below the standards agreed above, this shall be considered as a breach of the terms of this Agreement and the Lessor shall have the right to terminate this Agreement.
- 4.7 The Lessee shall not dispose of or remove from the Premises any fixtures or fittings during the whole term of this Lease without the consent of the Lessor. The Lessee undertakes not to do any/or cause and/or permit to be done in or about the Demised Premises any matter or thing which may be, become or cause any annoyance or nuisance or cause damage or disturbance to the Lessor and or other adjacent tenants.
- 4.8 The Premises are leased on the "as is where is" basis as per the start of the lease term and should be handed over back to the Lessor in a clean, functioning and properly working condition existing immediately after the repair works are completed and approved by the lessor in terms of the provision of this lease.
- 4.9 The lessee shall maintain all the surroundings in good condition and comply with all regulatory, environmental and health requirements by both the local authorities and national government.

4.10 The lessee shall pay for water, electricity and any other statutory payments arising from the use of the property. The lessee shall be responsible for security of the premises.

#### **5.0 STATE OF PREMISES**

The Lessee acknowledges that he is familiar with the Premises and that the Lessee has inspected the same before signing this Agreement.

#### **6.0 MAINTENANCE OF PREMISES**

The Lessee shall keep the Premises and all improvements appurtenances, fixtures and fittings thereon in a clean, neat and tidy condition and cause no damage however trifling, hereto and undertakes at his own expense to maintain the Premises and all improvements, appurtenances, fixtures and all fittings thereon in the same good condition as they are at the commencement of this Lease or as they shall be after repairs have been effected in terms of the provisions of this Lease. The Lessor is liable however for the repair of structural defects, unless such defects arise as a result of the negligence of the Lessee or any of his employees. The Lessee shall keep the outside of the Premises in good order and repair fair wear and tear excepted.

#### **7.0 IMPROVEMENTS AND ADDITIONS**

The Lessee shall not, without the prior written consent of the Lessor make any alterations or additions to the Demised Premises whether structural or otherwise.

#### **8.0 CONSUMER EXPENSES**

The Lessee shall pay for the provision of electricity, water, sanitary or other services, if any and the Lessee shall at his own cost and expense during the term of this Lease:-

- (i) repair and/or replace all locks, keys, window fittings and other interior fittings that may be damaged, destroyed or lost;
- (ii) replace all electrical light globes, fluorescent tubes, and ballasts used, broken or worn out.

#### **9.0 DAMAGES SUFFERED BY THE LESSEE**

The Lessor shall not be liable for any damages suffered by the Lessee as a result of rain wind, hail, lightning, fire, storms or leakage or civil commotion, riots, strikes, or acts of enemies of the State, of the interruption of any facility or services provided on the Premises, or similar causes. In the event of any damage having been caused to the Demised Premises for which the Lessee is responsible under this Lease, the Lessor shall be entitled to give notice to the Lessee to effect such repairs, and in default of the Lessee commencing to effect such repairs within 30 (thirty) days after receipt of

such notice, the Lessor shall be entitled to issue a Notice of Termination upon the Lessee.

#### **10.0 INSPECTION**

The Lessor or its authorized agents may at any reasonable time with prior written / notice to the Lessee enter the Premises in order to inspect the same or to make improvements and/or repairs.

#### **11.0 DESTRUCTION**

In the event of the said Premises being completely destroyed or so extensively damaged as to deprive the Lessee of the use thereof by fire, storm, tempest, unrest of other unavoidable cause, the Lessee shall have the discretion to terminate this lease.

#### **12.0 GOVERNING LAW & DISPUTE RESOLUTION**

12.1 Any dispute arising in connection with this Lease shall be settled by the mutual agreement of the parties. In the event the parties are unable to reach agreement, the dispute shall be submitted to arbitration in which event each party shall appoint one arbitrator and the two arbitrators so appointed shall mutually agree on the appointment of an Umpire. Any such arbitration shall be conducted in accordance with the provisions of the Tanzanian Arbitration Act (Cap.15) or any statutory modifications or re-enactment thereof for the time being in force.

12.2 The parties agree that the venue for the arbitration shall be Arusha, Tanzania, and that the language to be used shall be the English language and that the laws of Tanzania shall apply.

#### **13.0 TERMINATION**

13.1 In the event of the rental or any part thereof not being paid on due date, or if the Lessee should breach or fail to observe any other condition of this Lease, or if the Lessee should surrender his estate or be sequestrated or liquidated, provisionally or otherwise or commit an act of insolvency, the Lessor and/or the Lessor's agent shall be entitled to call upon the Lessee to remedy such breach or pay such rental or other amount within Ten (10) days from date of such notice, if the Lessee shall not comply with the terms of such notice, the Lessor and/or his agent shall be entitled:- To terminate this Lease forthwith, to eject the Lessee and/or any person or persons who occupy the Premises on his behalf or who may be on the Demised Premises, and to take possession of

the Premises without prejudice to the Lessor's right to claim arrear rental, together with interest thereon at the Prime Interest rate the date of default until date of payment.

- 13.2 The Lessee may terminate this Agreement for reasons of convenience by giving the Lessor's not less than three (3) months' notice. The Lessee shall not have the right to terminate this Agreement in the first six (6) months.

#### **14.0 ENTIRE AGREEMENT**

No agreement at variance with the terms of this Lease shall be binding on the parties unless it be reduced to writing and signed by the parties. It is recorded that this Lease constitutes the entire agreement between the parties and there were no prior representations or warranties given which induced the terms save in so far as such warranties or representations are set out herein.

#### **15.0 NOTICES**


- 15.1 Each notice or other communication to be given under this Lease shall be given in writing in English and, unless otherwise provided, shall be made by telex, fax, email or letter.

#### **15.2 Delivery**

Any notice or other communication to be given by one party to another under this Lease shall (unless one party has by 15 days' notice to the other party specified another address) be given to that other party's addresses stated above.

#### **16.0 FORCE MAJEURE**

- 16.1 In this Lease, force majeure shall mean any cause preventing either party from performing any or all of their obligations which arise from or is attributed to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including and without limitation to strikes, lock-outs or other industrial actions (whether involving the workforce of the party so prevented or of any other party) act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire flood or storm.

- 16.2 If either party is prevented or delayed in the performance of any of its obligations under this Lease by force majeure, the party shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to the force majeure and shall subject to service of such notice have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such event, and for such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.
- 16.3 If the Lessee is prevented from occupying the Demised Premises for a continuous period in excess of two (2) months, he may terminate this Lease forthwith on service of written notice upon the Lessor, in which case neither party shall have any liability to the other PROVIDED that the rights and liabilities which accrued prior to such termination shall continue to subsist and PROVIDED FURTHER that the Lessor shall within forty five (45) business days of termination refund all advance rental payments in excess of rental liability accrued as calculated by multiplying the rental rate per day times the number of days of the Lessee's occupancy under the Lease from the beginning of the current quarter, or the commencement of the Term whichever date is later to the date of termination.
- 16.4 The party claimed to be prevented or delayed in the performance of any of its obligations under this Lease by reason of force majeure shall take all steps as necessary without hereby being obliged to incur any expenditure or cost to bring the force majeure event to a close or to find a solution by which the use of the demised premises under this Lease may be continued despite the continuance of the force majeure event.
- 15.5 In the event the Lessee elects to remain in the Demised Premises rendered partially or fully untenable by a force majeure event, the Lessor shall be obliged to proceed with all reasonable diligence and expedition to restore or repair the premises to the condition in which they were when the Lessee entered the Demised Premises, that is, not including the modifications done by the Lessee. In the event such renovations have to be done by the Lessee, the Lessee shall be entitled to a proportionate reduction of rent from the day of such partial destruction until the said restoration is completed.
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IN WITNESS WHEREOF the Lessor and Lessee have executed and delivered this agreement in Two (2) Originals on the day and the year above written.

SEALED with a COMMON SEAL of the said  
SUPA FOOD CORPORATION LIMITED and DELIVERED  
in our presence this 8th day of Sept. 2022



FULL NAME: AMIN AKBER HABIB MANJI  
SIGNATURE: *[Handwritten signature]*  
DESIGNATION: DIRECTOR

FULL NAME: HAFEEZ AMIN MANJI  
SIGNATURE: *[Handwritten signature]*  
DESIGNATION: DIRECTOR/COMPANY SECRETARY

SIGNED AND DELIVERED by the said GURVEER  
SINGH HANS, who is known to me  
personally /identified to me by \_\_\_\_\_ in  
my presence this 8th day of SEPT. 2022



Before me,



*[Handwritten signature]*

COMMISSIONER FOR OATHS

*[Handwritten initials]*