

LEASE DEED

This Lease Deed is made on this 25th July, 2023 and is effective from this day for the purposes of payment of rent.

BETWEEN

M/S KARIBU TEXTILE MILLS LTD, having its registered office at Plot No.6035, Dar es Salaam, Tanzania, hereinafter referred to as the **"LESSOR"** (which expression shall unless excluded by or repugnant to the context include its holding / subsidiary Companies as also its successors and assigns) of the FIRST PART.

AND

M/S ARTAHA FOOD INDUSTRIES PRIVATE LIMITED, hereinafter called the **"LESSEE"** which expression unless repugnant to the context herein includes its holding/subsidiary, associate companies, group companies as also its successors and assigns) of the SECOND PART.

WHEREAS the LESSOR and LESSEE are individually referred to as **"the party"** and collectively referred to as **"the parties"** to this lease.

WHEREAS the LESSOR is absolutely seized and possessed of or otherwise well & sufficiently owner of the commercial property at 125 - 127, MBAGALA Tanzania, (hereinafter referred to as the **'DEMISED PREMISES'**).

AND WHEREAS the LESSEE has approached the LESSOR for taking on lease the demised premises in respect for factory space of the said demised premises viz., **2450 sq. meters and 700 sq. meters which include kitchen mass, 2- 2 bedroom flat, 2 single bedrooms, and 2 small office at front warehouse.**

The LESSOR and the LESSEE have agreed to record the terms and conditions of this Lease Deed as stated hereinafter.

NOW THIS LEASE DEED WITNESSSTH AS UNDER: -

1. The term of the lease shall be for period from 01st August, 2023 and have grace period of one month that is 01st September 2023. Contract is for the 3 years. But if lessee want to vacant he can give notice of 90days to lessor.
2. The rent accumulating for the six-months period above to be paid in advance on the date of this agreement for the first time of occupancy and another 6 months' rent on November 2023. After that rent will be paid every 3 months in advance. Monthly rent for the premises is USD 9800 plus VAT. Withholding will be bearer by LESSEE. (All the payment will be made in TZS or USD as per agreed by party)

BANK DETAIL OF THE LESSOR: KARIBU TEXTILE MILLS LIMITED

CRDB BANK A/C 0150580640200 TZS

0250580640200 USD

Please note the conversion rate is to be used according to the CRDB bank rate of the day of the transaction

3. After the expiry of the Lease agreement, the Lessee shall vacate the demised property. However, Lessor may enter into fresh agreement with the Lessee for mutually agreed term at the prevalent market rates. The notice of renewal of the lease agreement by either party should be made on or before one month prior to the date of expiry of the existing lease agreement. In the event, THE LESSOR decides to renew the lease, fresh Lease Deed shall be made out and registered by parties hereto. In case, the Lease is not renewed as contemplated herein, LESSEE shall handover the vacant, peaceful and physical possession of the DEMISED PREMISES to the LESSOR.
4. The LESSEE shall use the DEMISED PREMISES for commercial purpose use only and that the business shall be conducted from the DEMISED PREMISES. The LESSEE shall use the DEMISED PREMISES as per the relevant laws. The LESSEE shall not do or suffer to be done in the DEMISED PREMISES anything, which may be or become a nuisance, annoyance or cause damage or inconvenience to the other in case of any breach on the part of the LESSEE the entire risk and responsibility including any legal proceedings of the consequences of the same shall be entirely of the LESSEE to the exclusion of the LESSOR.
5. That the LESSEE shall not sub-let, assign or otherwise part with the possession of the DEMISED PREMISES on any account whatsoever.

6. The LESSEE shall have the right to carry out interiors and furnishing, making any structural alterations required to setup machinery, however, but with the prior approval of the LESSOR. At the expiration or earlier termination of the Lease Agreement, the LESSEE shall have the right to take back any and all furnishings they have installed. The LESSEE shall obtain all statutory/requisite permissions as may be applicable for installations and operation of all its equipments installed in the DEMISED PREMISES.
7. That the LESSEE shall permit LESSOR or it's duly authorized representative upon reasonable prior notice in writing to enter the DEMISED PREMISES at reasonable hours, for the purpose of inspection and/or carrying out any required structural repair works whenever it is necessary at a mutually agreed time. It is agreed and acknowledged by the LESSOR that such repairs will be performed in such a manner so as not to cause any inconvenience or disturbance to the LESSEE.
8. That the LESSEE shall maintain the DEMISED PREMISES, in good condition and that on expiry of this Lease Deed, as the case may be, the LESSEE shall remove, forthwith all that belongs to the LESSEE and the fixtures/fittings installed their in the same conditions as the same were at the commencement of this LEASE Deed subject to normal wear and tear.
9. That the LESSEE shall be entitled to peaceful and uninterrupted use of the DEMISED PREMISES during the terms of Lease period, free from any interference, interruption or objection whatsoever claiming through and on behalf of the LESSOR. The LESSOR shall indemnify to the LESSEE in case it is found that the said demised premises is not free from all encumbrances, restrictive orders, injunctive and Les Pentence proceedings and against all and any costs, expenses, charges, out going damages and risk at all times arising from any suit, eviction, action, claim or demand whatsoever in relation to the titles of the property, to the extent of losses suffered by the LESSOR and against all covenants, representations and warranties made and agreed by the LESSOR. The LESSOR hereby assures the LESSEE that it will extend its utmost co-operation occupation in the DEMISED PREMISES during the Lease period subject to the terms and conditions as contained herein.
10. That all the applicable taxes or levies including Property Tax or any other charges on the property payable to Government or municipal authority shall be responsibility of the LESSOR and shall be regularly paid by the LESSOR so as not to cause any interference or disturbance in the possession or enjoyment of the DEMISED PREMISES by the LESSEE.

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11. That the LESSEE shall be entitled to install and use of telephones and other equipment in the DEMISED PREMISES as may be convenient to the LESSEE, but the LESSEE alone shall be responsible for all charges thereof. The LESSOR shall assist and co-operate with the LESSEE in obtaining telephone connections, if required. LESSOR will do paint, repair water leaks and perform all other repairs required by LESSEE. If delay, then grace period will increase accordingly.
12. All major and structural repairs such as seepages on walls, cracks in structure, replacement of hidden sanitary pipes and gas pipe, water pipe and electrical panel installation shall be undertaken by LESSOR'S at its own cost and expenses. Such major and structural repairs shall be carried out by the LESSOR within grace period. However, in case the LESSOR fails to remedy the said repairs within the stipulated time, then the LESSEE shall be entitled to remedy the said repairs and recover the amount spent from the rent payable to the LESSEE.
13. That if any time during the Lease Period, DEMISED PREMISES are destroyed or damaged or any other means so as to become unfit for use, occupation and habitation then the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the DEMISED PREMISES shall have been again rendered fit for use, occupation and habitation, PROVIDED that this agreement shall be without prejudice to all other rights and remedies to which the LESSEE is or may be entitled by statute or otherwise including the right to terminate this Lease which the LESSEE hereby expressly reserves.
14. That the present lease may be terminated by LESSEE (the parties to the lease) at any time upon serving a notice of three months.
15. That any notice required to be served upon the LESSEE shall be sufficiently served and given if delivered to it at the address first given above, or such other address as may be communicated later on for the purpose. That any notice required to be served upon the LESSOR shall be sufficiently served and given if delivered to it at the address first given above, or such other address as may be communicated later on for the purpose.
16. The LESSOR and the LESSEE represent that they are fully authorized empowered and competent to execute this LEASE DEED and the LESSOR shall hold the LESSEE free and harmless of any demands, claims, actions or proceedings by other in respect of peaceful possession of the premises.
17. The Lease Deed shall be made and executed in original on legal papers and the same shall be stamped and registered as required by law of Tanzania. The expenses and costs including the stamp duty shall be borne by the LESSEE. The LESSOR and LESSEE

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have agreed that original lease deed will remain with the LESSEE and a true certified copy will be with LESSOR.

18. That any dispute arising between the LESSOR and LESSEE with regards to the terms and conditions hereof or their interpretation shall have the jurisdiction of the courts of Dar es Salaam, Tanzania Only, if the same remain unresolved in the Arbitration proceedings to be conducted in accordance with the provisions of Arbitration Acts prevailing in the Country and any amendments made thereto.

19. No modifications or amendments to the terms and conditions of this Lease Deed shall be valid or binding unless made in writing and duly executed by both Parties


IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS, THE DATE, MONTH AND YEAR WHICH IS WRITTEN BEFORE.

LESSOR

LESSEE

SIGNED BY
Authorised representative of
M/S KARIBU TEXTILE MILLS LTD

SIGNED BY
Authorised representative of
M/S ARTAHA FOOD INDUSTRIES PRIVATE LIMITED

WITNESSES: 
.....
(Signature)


.....
(Signature)



ADIL Jetha
.....
(Name and address of the witness)

Gilson B. B. B.
.....
(Name and address of the witness)

ISMANI STREET
P.O. 6055
DSM

 **MEHTA**
& ASSOCIATES
Certified Public Accountants
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