

**THE LAND ACT, 2019**

**LEASE AGREEMENT**

**DATED THIS .....DAY OF..... 2024**

**BETWEEN**

**MAC GROUP LIMITED**

P.O. BOX: 2552  
DAR-ES-SALAAM, TANZANIA  
TIN: 100-102-730  
VRN: 10-000821-K

**AND**

**SRK FOOD INDUSTRIES LIMITED**

P.O. BOX: 8800  
DAR-ES-SALAAM, TANZANIA  
TIN: 173-135-246  
VRN:

**IN RESPECT OF**

**WAREHOUSING SPACE AT SML COMPLEX  
LOCATED AT PLOT NUMBER 14 D, PUGU ROAD,  
DAR ES SALAAM, TANZANIA**

This lease is made at Dar es Salaam this ..... day of..... 2024

**BETWEEN**

**LANDLORD:**

**MAC GROUP LIMITED**, a private company incorporated with limited liability in the United Republic of Tanzania and having its registered office situated at Dar es Salaam for the purposes hereof of Post Office Box Number 2552, Dar es Salaam (here-in-after called "Landlord" which expression shall, where the context so requires, include the Landlord's successors in title and assigns); and

**AND**

**TENANT:**

**SRK FOOD INDUSTRIES LIMITED**, a private company incorporated with limited liability in the United Republic of Tanzania and having its registered office situated at Dar es Salaam for the purposes hereof of Post Office Box Number 8800, Dar es Salaam (here-in-after called the "Tenant" which expression shall, where the context so requires, include the Tenant's successors in title and assigns)

**WHEREAS:**

**PROPERTY:**

The Landlord is the registered proprietor of all the buildings, improvements and erections (hereinafter called the "Building") erected on the land known as Plot Number 14 D, Pugu Road, Dar es Salaam (hereinafter called the "Property")

**LEASED PREMISES:**

The Landlord is desirous of letting warehousing space measuring 2300 square meters located on the Ground Floor and Second Floor to the Tenant and the Tenant is desirous of leasing the Leased Area from the Landlord 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. TERM AND RENT**

- i. The Lease term for the above premises is Three (3) years starting from **1st July 2024 to 30th June 2027** (here-in-after the "Term") and subject to renewal on mutually agreed terms.
- ii. The monthly rent is United States Dollars Four and Fifty Cents (US\$4.50) per square meter per month plus VAT, subject to Withholding Tax deduction payable quarterly in advance for the first year and thereafter biannually in advance.
- iii. The Rent shall be reviewed under Clause (ii) above shall be reviewed annually on mutually agreed terms.
- iv. The rent for the premises shall be deposited into the Landlord's Bank Account and the Tenant shall immediately after, submit the payment slip to the Landlord for his/her acknowledgement and record keeping.

Account Name:	<b>MAC Group Limited</b>
Account Number: TZS	<b>047 10300 4436</b>
Account Number: USD	<b>047 10500 3964</b>



Bank Name: National Bank of Commerce  
Branch Name: Sea Cliff Branch  
Swift Code: NLCBTZTX

- v. Landlord services include providing of common security, power only in the common area and general cleanliness and upkeep of common area.
- vi. That the Tenant shall pay the Landlord a security deposit of United States Dollars Nine Thousand Four Hundred Fifty Only (US\$9,450), which shall be held by the Landlord for the entire period of this lease Term or its extension thereto; and whereas if the Tenant returns the Property after the end of the Contract period in a manner which is satisfactory to the Landlord on the terms stipulated in this lease, the whole amount of the interest free security deposit shall be refunded to the Tenant without any conditions attached; and whereas if the cost of restoring the property in a condition stipulated in this lease is more than the security deposit made thereto, the Tenant shall refund the Landlord all the additional costs incurred.
- vii. A Three (3) month notice period for termination of lease shall be applicable to both the parties.
- viii. Non-payment of advance rent on a timely basis and where the rent is still in arrears after service and expiry of 7 days' notice of default will be treated as the will and desire of the Tenant to peacefully vacate the Leased Area.
- ix. Tenant shall make all the arrangements for water, power, garbage clearance, security to guard the Tenant's property and goods of their business operations solely at Tenant's cost.
- x. Tenant will buy LUKU units for their own power consumption.
- xi. The Tenant shall remit 1% Stamp Duty directly to Tanzania Revenue Authority and provide copy of the payment evidence to the Landlord within one month of signing of the Lease Agreement.
- xii. The Tenant will withhold 10% of the rent as Withholding Tax and pay to Tanzania Revenue Authority as per Income Tax Regulation and issue the Landlord with the Certificate of the same within 7 days of deduction.

**2. THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows:**

- i. To use the said Leased Area in a peaceful manner and abiding to all the statutory applicable rules and regulations pertaining to country, local government or city council, or any other bodies/regulators like Tanzania Food and Drug Association, Tanzania Bureau of Standards or Local Municipal Council. Any violation of civil or criminal in nature arising out of the act of the Tenant shall be the sole responsibility and liability of the Tenant.
- ii. The Tenant shall indemnify and compensate the Landlord for any damages, losses or inconveniences or expenses that the Landlord suffered/ is occasioned because of the Tenant and/or their agents breaching any civil or criminal laws and occasioning damage to the leased area and/or the Landlord's reputation and /or good standing in the society and/or Landlord's businesses.
- iii. The Tenant shall pay rent in either Tanzanian Shillings or United States Dollars. The payment in Tanzanian Shillings exchange rate will be based on market exchange rate prevailing on the date of payment.
- iv. NOT to hold responsible the Landlord for any loss to either property or goods stored in the Tenant's Leased Area for any reason or cause like (but not limited to) fire, theft, earth quake,



floods, structural damage &/or leakage & seepage or riots. Tenant to have their own insurance policy taken at their cost to cover such risks.

- v. To keep the Leased Area areas clean and in a Tenantable condition.
- vi. To take good care of the premises and surroundings, comply with all laws, and government regulations applicable to the Leased Premises.
- vii. Without the prior written consent of the Landlord, the Tenant shall not assign or sublet or part with the possession of the Leased Area or any part thereof and it is expressly agreed and declared by and between the parties hereto that upon any breach by the Tenant of this covenant and agreement it shall be lawful for the Landlord to re-enter upon the Leased Area and it is hereby further expressly agreed and declared by and between the parties hereto that the Landlord shall be entitled to withhold its consent absolutely to any such lease assignment or sub-letting.
- viii. Not to make any alterations or additions whatsoever to the Leased Area or any part thereof without prior written consent from the Landlord.
- ix. To permit the Landlord or its agent or agents at any time during the Three (3) months immediately preceding the termination of the term of the Lease to enter upon the Leased Area and to affix and retain without interference upon any part of the Leased Area a notice for re-letting the same and to permit all persons authorized by the Landlord or its agents to view the Leased Area at reasonable hours in the daytime without interruption.
- x. Not to keep or permit to be kept anything in the premises or any part thereof which may be or may become a nuisance, annoyance, damage, cause fire or explosion.

**3. THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows:**

- i. That the Tenant paying the Rent herein reserved and observing and performing the covenants on the part of the Tenant herein contained shall and may subject to the provisions of this Lease peaceably and quietly hold and enjoy the Leased Area for the Term hereby granted without any interruption by the Landlord or any person lawfully claiming under or in trust of/for the Landlord.
- ii. The Tenant shall have the right to utilize and bring into the compound at least two containerized trailers for offloading, time and again without any disturbance or objection from neither the Landlord nor other Tenants solely for such time as such offloading may reasonably take. Such entry, presence and use of such containerized trailers shall not in any way disturb or inconvenience the Landlord and/or other Tenants.
- iii. Where the demised premises is not on the ground floor, the Landlord undertakes to ensure that the Demised Premises' elevator shall always (24 hours) be in good working condition and ready for the Tenant's use. In case of any situation to the contrary the Landlord shall ensure the elevator's return to good working conditions in not more than 24 hours.
- iv. The Landlord undertakes and confirms that she is the legal owner of the premises and that the demised premises. The Landlord further indemnifies the Tenant against any other person/entity claiming ownership/user right over the demised premises by way of a lease or outright ownership and promises the lessee quiet and peaceful enjoyment over the said premises.

**4. PROVIDED ALWAYS AND IT IS HEREBY AGREED by the LANDLORD and TENANT as follows:**



- i. The Landlord has the right to occupy the Leased Premises if the rent is still not paid after service and expiry of 7 days' notice of default from the Landlord.
- ii. Any notice under this Lease shall be in written and sufficiently served; either by delivering it to either party personally or by post whichever is quicker and more reasonable between the following contact persons:

**Landlord:**  
MAC Group Limited  
P.O. Box 2552  
Dar es Salaam,  
Tel: 022 260 0000  
Email: legal@mactz.co.tz

**Tenant:**  
SRK Food Industries Limited  
P.O. Box 8800  
Dar es Salaam  
Tel: 0683 093 833  
Email:

- iii. If the Tenant or the Landlord shall desire to terminate the lease, either party shall give each other Three (3) months written notice and the Tenant shall at the expiration of the said notice deliver vacant possession of the premises to the Landlord. The security deposit paid shall not be adjusted against the notice period. The security deposit shall be refunded upon handover of vacant possession of the Premises by the Tenant to the Landlord if the Tenant returns the Property in a manner which is satisfactory to the Landlord on the terms stipulated in this lease.
- iv. Should any dispute or difference arise between the parties in connection with the lease agreement then; the parties acting in good faith will use their efforts to amicably settle the dispute or difference that has arose. Failure of which, any dispute arising out of this contract shall be referred to the courts of competent jurisdiction under the laws of the United Republic of Tanzania.
- v. The Landlord and the Tenant agree that this agreement shall be exclusively governed by and construed in accordance with the laws of Tanzania.
- vi. This agreement made up of Six (6) (including the cover page) pages constitutes the entire agreement between the parties and supersedes all prior agreements; oral or written, concerning the subject matter hereof. This agreement may be amended only in writing duly signed by the parties hereto.

## 5. FORCE MAJEURE

- i. Neither Parties shall be liable for failure to perform, any or all of the provisions set out in this Agreement if the performance has been delayed, hindered or prevented by any reason outside the control of the defaulter even though the responsible party exercised due diligence.
- ii. When such failure or delay of the Agreement is caused by Force Majeure: such as, Acts of God, strikes, fire, floods, wars (whether declared / undeclared), riots, destruction of the materials, delays of carriers due to break down or adverse weather, perils of embargoes, accidents, restrictions imposed on by any Governmental authority (including allocations, requisitions, quotas and price controls).
- iii. Provided that force majeure will not include things such as changes in economic circumstances of either party nor changes in market conditions that affect the business of either party and being subjected to any civil or criminal legal proceedings.



IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year and in the manner hereinafter appearing by their respective officers thereunto duly authorized.

**SIGNED, SEALED and DELIVERED by the LANDLORD,  
MAC GROUP LIMITED:**

This .....day of ....., 2024



Signature: Mohamedbakir Abdulkarim  
Name: Mohamedbakir Abdulkarim  
Designation: Director  
Company: MAC Group Limited  
Postal Address: P O Box 2552, Dar-Es-Salaam, Tanzania

Signature: Salma Mommi Jarufu  
Name: Salma Mommi Jarufu  
Designation: Company Secretary  
Company: MAC Group Limited  
Postal Address: P O Box 2552, Dar-Es-Salaam, Tanzania

**SIGNED, SEALED and DELIVERED by the TENANT,  
SRK FOOD INDUSTRIES LIMITED.**

This .....day of ....., 2024



Signature: Hemanshi Patel  
Name: Hemanshi Patel  
Designation:  
Company:  
Postal Address: P O Box 8800, Dar es Salaam, Tanzania

Signature: Nikunj J. Kulkarni  
Name: Nikunj J. Kulkarni  
Designation:  
Company:  
Postal Address: P O Box 8800, Dar es Salaam, Tanzania

