

LEASE AGREEMENT.

THIS LEASE AGREEMENT made on the first day of January 2024

M/S KARIBU TEXTILE MILLS LTD
P.O.Box 6035
Telephone: +255692424084
Email:ajetha786@gmail.com
DAR ES SALAAM

LESSOR

Represented by;
NAME:Mr.Adil Jetha
Designation:Managing Director

M/S KUMI TZ INDUSTRIAL CO LTC
P.O.Box 78239
Telephone: +255688238229
DAR ES SALAAM

LESSEE

Represented by;
NAME:WENZHANG NONG
Designation:MANAGER



WITNESSETH AS FOLLOWS:

IN CONSIDERATION of the rent hereinafter reserved and the Lessee's covenants hereinafter contained or implied and to be performed and observed by the lessee the LESSOR DO HEREBY DEMISE UNTO THE LESSEE ALL THOSE PREMISES situated on plot 125 -127, **MBAGALA** (Herein called the demised Premises) TO HOLD the same unto the lessee for a term of (4) Year commencing on 1 January 2024 at a net monthly rent of six million Tanzanian shillings

Net Monthly Rental mentioned above details are as follows:

a.Store Number 01-3250 SQM X6 USD=6,000,000tsh including vat.

The net monthly rent fee is as follow vat and stamp duty to be paid by tenant
And the withholding to be paid by the lessor.

VAT amount 12,960,000tsh per annum
Rent amount 59,040,000tsh per annum

Total 72,000,000tsh per annum due



Lessor's initials

AD

Lessee's initials

Summary of Net Monthly Rent due:

1st year Months Period -Start from 1 st January 2024 to 1 st July 2024

Rent will be due on the date of sign of the contract.

Total Rent:SQMX 3250 X 12 months =72,000,000tsh

Rent will be due before 1-7-2024.

The payment made by Lessee may be executed in cash,cheque or Bank Deposit,but if it executed through the Bank,the lessee will remit the amount to the Bank Account No-0200322002,Name of Account Karibu Textile Mills Ltd Branch at Mbagala Branch Bank Diamond Trust Bank.

1.The lessee HEREBY COVENANTS with the lessor as follows:

- a.To pay the reserved rent without any deduction whatsoever on the days and in the manner aforesaid
- b.To pay and discharge sewerage charge attributed to and charges of electricity,sanitary and water used and consumed in the demised premises and other charges if a similar nature.
- c.To keep the interior of the demised premises including doors,windows,glass,locks,wall, electric wiring and fittings therein and other fittings in as good and tenable repair and conditions as the same now.
- d.To keep all rooms from time to time forming portion of the demised premises in good and tenable repair and condition internally,externally and structurally and also to keep the drains and additions there to in the like tenable repair and condition throughout the said term and without except such as shall be sanctioned in writing by the Lessor.To use the demised premises for commercial purposes in line with the business license that the company possesses.
- e.To permit the Lessor and his agents at least 48 hours with or without workmen to enter upon the demised premises to view the condition thereof and if the same is found to be defective or out of repair to leave or give a written notice of such defects for the Lessee to make good the same in a proper manner and to the satisfaction of the Lessor within the space of one calendar month after such notice and in the Lessee shall not within the space of such calendar month as aforesaid proceed diligently with the execution of such repairs the lesser shall be at liberty to enter into upon the demised premises and

Lessor's initials ...

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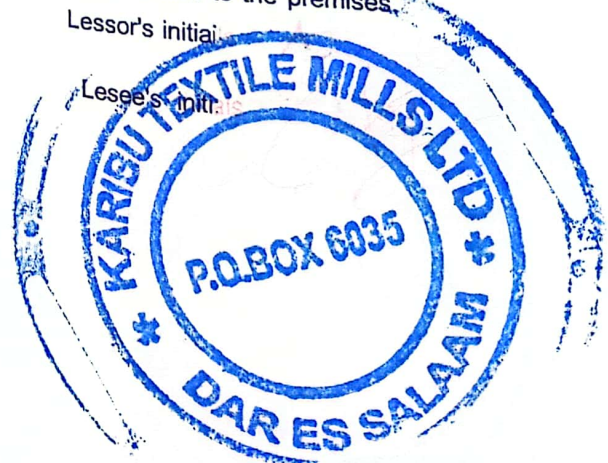
Lessee's ini



- b.To pay and discharge all rates taxes assessment impositions duties charge and outgoing whatsoever once the lessee pays him the necessary funds to do so.
- c.During the continuance of the said term to keep the exterior portions of the said demised premises in good and tenantable repair and condition and remedy any major and structural fault or faults of constructions effecting the convenient and proper use or occupation provided that such faults are not attributable to neglect on part of the lessee, his agents or employees.
- d.To ensure the property is handed over clear of any unnecessary clutter,scrap or materials that will prove to be an inconvenience to the lessee.

3.The Lessor and the Lessee **HEREBY AGREE AND DECLARE THAT:**

- a.If the whenever the rent hereby reserved or any part thereof shall be in arrears for the space of fourteen(14)days where on the same ought to have been paid as aforementioned whether the same shall have been demanded formally or not or if and whenever the lessee shall not in all things well and truly observe,perform,fulfill and seek all the singular the covenants by the Lessee here in contained the Lessor in such a case can lawfully re-enter upon the demised premises and enjoy as in the former estate notwithstanding and without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants conditions,stipulations and provisions herein before contained or implied and on the part of the Lessee to be performed and observed.
- b.After the expiration of paid term hereby granted and if the lessee shall in communication **of such desire deliver to the** Lessor or leave in writing not less than three months before the expiration of the said term the Lessor shall at or before the expiration of the term hereby granted if there shall be no subsisting breach or any of the lessee's obligations under this present lease at the cost of Lessor grant to the lessee new lease of the demised premises for a further term as shall be agreed between the Lessor and the lessee to commence from the expiration of the term hereby granted at the rent and subject to the covenants and conditions as shall be agreed upon between the Lessor and the Lessee.
- c.Should the Lessee desire to vacate the demised premises during the period of this lease and Lessee shall give a(4)month notice in writing without refund of the prepaid rent or pay one (3)month rent as damages in lieu of such notice which shall also be used to pay a guard and clean-up of the demised premises and other inconveniences.
- d.Provided always that in the event of any terms or conditions of this Lease by the Lessee it shall be lawful for his agents to re-enter the demised premises and to determine the lease without prejudice to any right of action for the Lessor in respect of the reserved rent or breach of the lease agreement.
- e.All immovable property including equipment's and machines belongs to the Lessee that the Lessor has a lien on the same for unpaid rent and damages caused to the premises.



execute such repairs and the cost there of shall be a debt due from the Lessee and be forthwith recoverable by action.

- f. Not to make any alterations in or additions to the demised premises without the consent in writing of the Lessor first hand and obtained. Not to cut or injure any of the walls of the demised premises or suffer or permit the same to be done without prior consent from the Lessor.
- g. Not to do cause permit suffers upon the demised premises anything, which may be or become nuisance or cause damage to the Lessor or occupiers of neighboring properties.
- h. To peaceably yield up the Lessor at the end or other sooner determination of the term hereby granted the demised premises so well and sufficiently repaired and maintained as stipulate aforesaid in accordance with the covenants and conditions hereinbefore contained.
- i. To keep the demised premises insured against loss or damage to fire.
- j. Not to do anything which might invalidate any insurance policy covering any part of the building or which might increase the premium.
- k. Not to use any part of the building for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any other part of the building or any neighboring property.
- l. Not to display any advertisements on the outside of the property or which are visible from the outside the property unless the landlord consents (and the landlord is not entitled to withhold that consent unreasonably).
- m. The Lessee shall not assign, sublease or part with the possession of the demised premises or any part thereof without written consent of the Lessor.
- n. Further that the Lessee shall not use or permit to be used, the demised premises, in a manner that leads to environmental pollutions, breach or any law or peace or in any manner giving rise or creating any liability, lien, charge or any encumbrance whatsoever.
- o. To comply with all recommendations of fire authorities as to fire precautions relating to the demised premise or building.
- p. If there is an electricity or water supply fault due to negligence of the lessee, then lessee will have to pay for all the costs in relation to the repair.

2. **AND** the Lessor **HEREBY COVENANTS** with the Lessee that;

- a. The Lessee paying the rents herein **before reserved** and performing and observing the several covenants and stipulations herein on this part contained shall peacefully hold and enjoy the demised premises during the term hereby stipulated without unlawful intervention by the Lessor or any persons rightfully claiming under him/her



Lessor's initials

AJ

Lessee's initials



f. The Lessee will on the termination/expiration of this lease deliver possession of the demised premises to the Lessor in a good tenable condition with wall painted, locks and fittings repaired or replaced.

g. In case the demised premises or any part thereof shall any time during the term be so damaged or destroyed by any act of GOD/Force Majure as to be unfit for occupation or use, the rent reserved or a fair proportion thereof depending on the nature and extent of the damage sustained shall be suspended until the demised premises shall again be rendered fit for occupation and use.

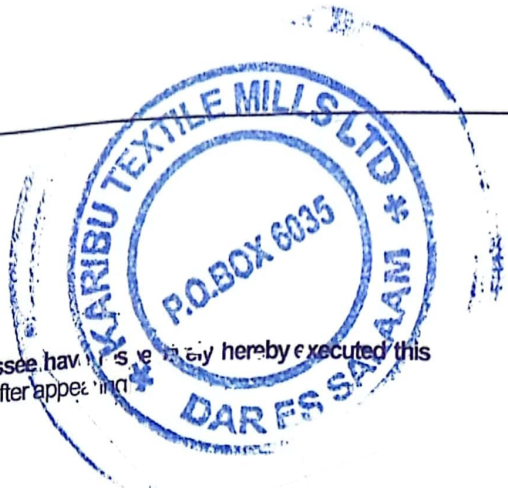
h. In case of any dispute in course of this agreement, the Lessor and Lessee will settle the matter amicably by employing their internal mechanism, and where the parties fail to reach the settlement, any part may seek relief from appropriate authority.



Lessor's initials

Lessee's initials





IN WITNESSES WHEREOF the Lessor and the Lessee have signed and sealed this deed the day of and year and in the manner hereinafter appearing

Signed by the said MR. on behalf of KARIBU TEXTILE MILLS LTD who is known to me personally / identified to me By the later known to me Personally at on this day of 2024

LESSOR
ISAAC FIDELIS MUTASHOBYA
P.O. BOX 76875 DAR ES SALAAM
ADVOCATE

BEFORE ME:
Name ADIL JETHA
Signature [Signature]
Posta Address P.O. BOX 6035
Designation MANAGING DIRECTOR



Signed by the said MR. on behalf of KUMI TZINDUSTRIAL CO LTD who is known to me personally / identified to me By the later known to me Personally at on this day of 2024

LESSEE


BEFORE ME:
Name WEN ZHANG LONG
Signature [Signature]
Posta Address 78239
Designation DIRECTOR



ISAAC FIDELIS MUTASHOBYA
P.O. BOX 76875 DAR ES SALAAM
ADVOCATE
Lessor's initials [Signature]
Lessee's initials [Signature]



TITLE NO. 100293
 REGISTERED 1-9-06
 AT 1.00PM



[Signature]
 Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs. 100/= Paid
 on original Receipt No. 2424962
 of 17-10-05
[Signature]
 Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs. 21,346/= Paid
 on original Receipt No. 2424962
 of 17-10-05
[Signature]
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
 (NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 100293
 L.O. No. 260624
 L.D.TM/MBG/13650.

The 13th day of April, Two thousand and six.

THIS IS TO CERTIFY that **KARIBU TEXTILE MILLS LIMITED** a limited liability company incorporated in Tanzania under Companies Ordinance (Cap.212) and having its registered office in Dar es Salaam of P.O. Box 6035, DAR ES SALAAM (hereinafter called "the Occupier") is entitled to the 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 **October, Two thousand and five** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution there for or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2006, shall hereafter pay rent of shillings **four hundred twenty seven thousand one hundred twenty (Tshs.427,120/=)** only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
 - (i) 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 responsible for Surveys and Mapping.
 - (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
 - (iii) Building to be in permanent materials.

- (iv) Building plan to be submitted to the **Temeke Municipal Council** within six months from the commencement of the Right.
 - (v) Building construction to begin within six months after approval of the plans.
 - (vi) Building to be completed within thirty six months from the commencement of the Right.
 - (vii) Make and maintain on the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the authority;
 - (viii) Make and keep on the land rat-proof and carryout such measures as the Health Officer for the Authority may require for the purpose;
 - (ix) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health;
3. **USER:** The land and the buildings to be erected thereon shall be used for **Industrial** purposes only. Use Group 'O' use class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as **amended in 1993**.
 4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
 5. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
 6. The President may revoke the right for good cause and in public interest.

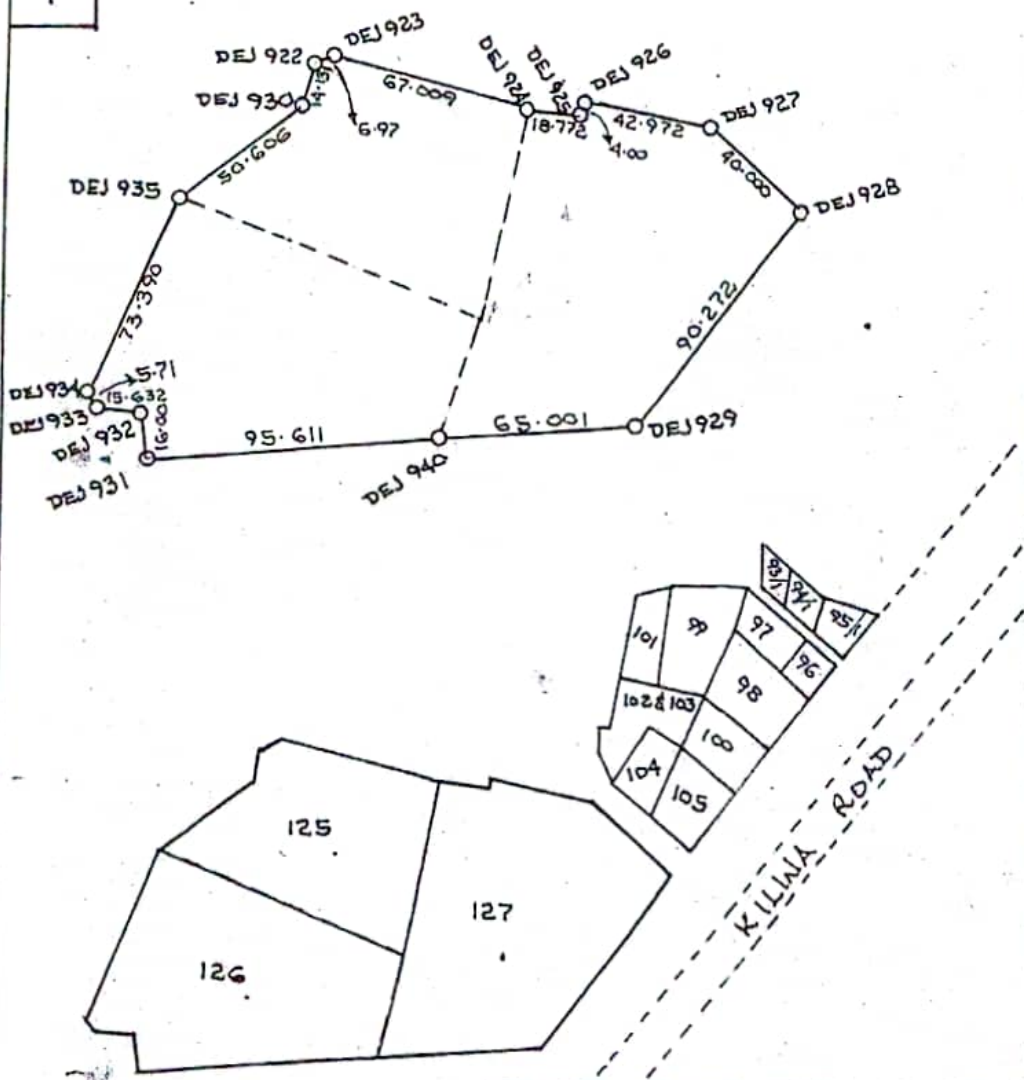
SCHEDULE

ALL that Land known as Plot No.125-127 Block 'U' situated at Mbagala in Dar es Salaam City containing two decimal point one three six (2.136) hecatres shown for identification only edged red on the plan attached to this certificate and defined on the registered Survey Plan Numbered 41128 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

DAR ES SALAAM CITY
DAR ES SALAAM CITY



LOCATION MBAGALA
BLOCK U
PLOT No. 125-127
L.O. No. 238215 260624
AREA 2.136 Ha.



The issue of this plan implies the acceptance of admission of title by the Government.


This plan, prepared in accordance with Registered plan No. 41128, approved for purposes of the Land Registration Ordinance, Ministry of Survey and Mapping, Dar es Salaam, dated 21/12/2005.

Given under my hand and my official seal the day and year first above written.


COMMISSIONER FOR LANDS

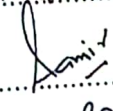
The within named **KARIBU TEXTILE MILLS LIMITED** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said)
KARIBU TEXTILE MILLS LIMITED and)
DELIVERED in the presence of us this... 4...)
day of... APRIL... 2006.)

Signature... )


Postal Address: P.O. Box 6035 DSM)

Qualification: MANAGING DIRECTOR)

Signature... )

Postal Address: P. O Box 6035)
DSM)

Qualification: COMPANY SECRETARY)

Document No. 1KBE90
Date of Registration 23.07.010 time 09:00A
To GRANTED TO RESIDENTS REIDING ON LAND
LOCKED AREA SOUTHWEST & NORTHWEST OF
PLOT NO 125-127 BLOCK U MBAGALA
DARES SALAM CITY

Senior Asst. Registrar of Titles