

Date: May 14, 2022

LAND LEASE AGREEMENT

This agreement is made between **Mrs. Ranbir Singh Manyal** resident of Apihimal Rural Municipality, Ward No. 03, Darchula, Nepal and **Himalayan Api Agro Farm Pvt.Ltd.**, Situated at Apihimal Rural Municipality, Ward No. 04, Darchula, Nepal. Here **Mrs. Ranbir Singh Manyal** the owner of the Land Plot No. 682(Area:15-1-2-0, 2-12-0-0, 2-8-1-0, 4-6-1-3) situated at Apihimal Municipality, Ward No. 03, Darchula, Nepal, agrees to give the land in lease for purpose of *Agriculture* to **Mrs. Himalayan Api Agro Farm Pvt.Ltd.**, both of them are ready to abide by following terms and conditions.

Terms: The term used here refer to the meaning as mentioned hereunder.
Lease: Agreement between two parties for the lease one's property for a fixed period.
Lesser: Original owner of the property, which is given to lessee for utilizing it.
Lessee: The person who takes leaser's property for the certain time.

Conditions:

1. The agreement is made for 15 years come into effect from the date when both parties sign the contract paper.
2. The lessee shall pay per month NRs 55,000.00 (In words Nepalese Fifty Five Thousands only) to the lesser. The rent will be paid in every month or yearly basis. The lessee shall use the land for any commercial purpose.
3. The lesser shall not force lessee to terminate the contract during agreed period.
4. In case, if lessee wants to terminate the lease agreement before the completion of contract period, he must inform "**Lesser**" five months prior and pay extra charge as penalty.
5. The agreement can be renewed with the mutual consent of both **Lessee** and **Lesser**.

Both the parties have thoroughly studied and understood the above-mentioned terms and conditions and have agreed and signed this agreement and exchanged to the both parties as well.

Lesser

Mr. Ranbir Singh Manyal

Lessee

Himalayan Api Agro Farm Pvt.Ltd.
Mrs. Kamala Lothyal
Managing Director

Signature:

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Signature:

Official Stamp

Witness:

Mr. Kamlesh Singh Manyal
Apihimal Rural Municipality, Ward No. 03, Darchula, Nepal

Signature:

Kamlesh Singh Manyal

RESIDENTIAL LEASE AGREEMENT

I. THE PARTIES. This Residential Lease Agreement ("Agreement") made this on **October 20, 2021**, is between:

Landlord: Mr, Kamalesh Singh Manyal with a mailing address of Apihimal Rural Municipality, Ward No.03, Darchula, Nepal ("Landlord"), AND

Tenant(s): Api Dress House & Garments Udhyog ("Tenant") with mailing address of Dhangadhi Sub-Metropolitan City, Ward No.01, Kailali, Nepal.

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises for business and commercial purposes from the Landlord under the following terms and conditions:

II. LEASE TYPE. This Agreement shall be considered a:

Fixed Lease. The Tenant shall be allowed to occupy the Premises starting on **November 17, 2021**, and end on **November 17, 2026** ("Lease Term"). At the end of the Lease Term and no renewal is made, the Tenant:

- May continue to lease the Premises under the same terms of this Agreement under a month-to-month arrangement.

III. OCCUPANT(S). The Premises is to be occupied strictly as a small-scale industry with the following individual(s) in addition to the Tenant:

- **Sarita Dhami** ("Occupant(s)")

IV. THE PROPERTY. The Landlord agrees to lease the described property below to the Tenant:

- a.) Mailing Address: DHANGADHI SUB-METROPOLITAN CITY, WARD NO.01, KAILALI, NEPAL
- b.) Residence Type: ☐ Apartment ☐ House ☐ Condo ☐ Other:
- c.) Room(s): 5 Rooms including 2 Halls
- d.) Bathroom(s): 3 Bathrooms

V. PURPOSE. The Tenant and Occupant(s) may only use the Premises as:

1. Retail store for selling products.
2. To store the required electrical/mechanical machines for manufacturing the product.
3. Store room to store the manufactured goods and items.

VI. RENT. The Tenant shall pay the Landlord, in equal monthly installments, Nrs- 55,000/-in word- FIFTY-FIVE thousand ("Rent"). In case of certain conditions, the Tenant can pay the Landlord, in **six months or yearly, which will be Nrs-3,30,000(In 6 months) and Nrs-6,60,000(In 1 Year)**. The tenant shall pay the rent on the basis of the claim submitted by the house owner on a quarterly or yearly basis in advance.

VII. SECURITY DEPOSIT. As part of this Agreement:

The Landlord requires a payment in the amount of **Nrs-50,000/-** ("Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. Payment of the Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within 15 days after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives written consent.

VIII. MOVE-IN INSPECTION. Before, at the time of the Tenant accepting possession, or shortly thereafter, the Landlord and Tenant:

- Agree to inspect the Premises and write any present damages or needed repairs on a move-in checklist.

IX. SALE OF PROPERTY. If the Premises is sold, the Tenant is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner: (check one)

- Has the right to terminate this Agreement by providing 30 days' notice to the Tenant.

X. EARLY TERMINATION. The Tenant:

- Shall have the right to terminate this Agreement at any time by providing at least 30 days written notice to the Landlord along with an early termination fee of Nrs-1,00,000/. During the termination notice period, the Tenant will remain responsible for the payment of rent.



XI. NOTICES. Any notice to be sent by the Landlord or the Tenant to each other shall use the following addresses:

Landlord's / Agent's Address: Apihimal Rural Municipality, Ward No.03, Darchula, Nepal.

Tenant's Mailing Address: Dhangadhi Sub-Metropolitan City, Ward No.01, Kailali, Nepal

XII. RIGHT OF ENTRY. The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours' notice in order to inspect, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. Upon reasonable notice, the Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees.

XIII. NOISE/WASTE. The Tenant agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant further agrees to abide by any and all local, county, and State noise ordinances.

XIV. COMPLIANCE WITH LAW. The Tenant agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, and Municipal government (Local Government) or any of their departments, bureaus, boards, commissions, and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant, the Landlord, or both.

XV. DISPUTES. If a dispute arises during or after the term of this Agreement between the Landlord and Tenant, they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

A handwritten signature in black ink, appearing to read "Mary" followed by a stylized flourish.

XVI. ENTIRE AGREEMENT. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant agree to the terms and conditions and shall be bound until the end of the Lease Term.

Landlord/House Owner

Tenant

Mr.Kamalesh Singh Manyal

Api Dress House & Garments Udhyog

Signature:.....

Mrs.Sarita Dhami(Properitor)

Signature.....

Witness:

Bir Singh Dhami

Apihimal Rural Municipality, Ward No.02, Darchula,Nepal

Signature:.....

Official Stamp