

DATED THIS 01ST DAY OF JANUARY, 2021

THE LAND ACT NO 4 OF 1999

AS AMENDED BY

THE LAND (AMENDMENT) ACT, 2004

THIS LEASE AGREEMENT

IS MADE

BETWEEN

PATRICIA THECKLA KIMICHA

["Landlord"]

AND

M/S CALIBER HAULIERS TANZANIA LIMITED

["Tenant"]

**IN RESPECT OF A COMMERCIAL PREMISES ON PLOT NO MTO/BST 30/32
BUSTANI STREET, MTONI KILWA ROAD, P.O. BOX 1287 DAR ES SALAAM
CITY**

DRAWN BY:

Damian Victus (Advocates)

C/Davimo Attorneys,

Tabata Bima,

Amasa Building 1st Floor,

P.O. Box 6992,

Dar es Salaam

E-mail, victusdamian@yahoo.com



LEASE AGREEMENT

THIS LEASE AGREEMENT is made today the **01st** day of **January, 2021**

BETWEEN

PATRICIA THECKLA KIMICHA of P.O. Box 70584 Dar es Salaam Tanzania, [hereinafter referred to as "the Landlord" which expression shall where the context so admits include its successors and assigns] of the One Part.

AND

M/S CALIBER HAULIERS TANZANIA LIMITED, the Company incorporated and registered under the Company's Act; Certificate of Incorporation No. 136159267, located at Plot No. MTO/BST 30/32 Bustani Street, Mtoni Kilwa Road, P.O. Box 1287 Dar es Salaam Tanzania [hereinafter called "the Tenant"] of the other Part.

WITNESSETH That:

In consideration of the covenants and provisions hereinafter contained or implied and on the part of the Tenant to be performed and observed, the Landlord DOTN HEREBY DEMISE unto the Tenant all the parts of Plot No. 2030, Block "U" situated at Mbagala Sabasaba area, within Temeke Municipality in the region of Dar es Salaam, comprising of two parking areas / yards (hereinafter referred to as "the demised premises")

TO HOLD the same unto the Tenant for the term of **THREE (03) YEARS** commencing from **01st day of January, 2021 until 31st of December, 2023** YIELDING AND PAYING THEREFOR the yearly rent of TZS 15,000,000.00 (Tanzania Shillings Fifteen Million only)

1. The Tenant with intent that the obligations hereinafter set out may continue throughout the continuance of the terms hereby granted covenants and agrees with the Landlord as follows: -
 - (a) The rent shall be payable in two instalments of six months' basis. The first instalment of TZS 9,000,000.00 (Tanzania Shillings Nine Million only) shall be paid in advance at the signing of this agreement and the second instalment of TZS 6,000,000.00 (Tanzania Shillings Six Million only) shall be paid in advance after the expiry of six months.
 - (b) The rent for the second and third year shall be payable in two instalments TZS upon agreement of rental amount for 2022 & 2023
 - (c) To pay the rent reserved on the days and in manner aforesaid without any deductions whatsoever.
 - (d) To keep the demised premises and all additions thereto and the fixtures, windows, door locks, sanitary, water apparatus, electric wiring and fittings thereof in good and tenantable repair and condition (fair wear



and tear and damage by accidental fire or act of God or force majeure being excepted).

- (e) Not without the previous consent in writing of the Landlord to make or permit to be made any alterations in, or additions to the demised premises, or cut, main or injure or suffer to be cut, maimed or injured any of the walls, structures, or timbers thereof.
- (f) To use the demised premises for commercial purposes only.
- (g) To pay and discharge all charges in respect of telephones, electricity and water used in the demised premises.
- (h) Not to do or permit to be done anything in, or upon the demised premises, or any part thereof which may be or become a nuisance to occupiers of other property in the neighbourhood.
- (i) Not to do or permit to be done anything whereby any policy of nuisance in respect of the demised premises may become voidable or be avoided or cause the premiums under the policy to be increased.
- (j) Not to assign, sub-let or part with the possession of the demised premises or any part thereof without first requesting for, and receiving written consent from the Landlord.

PROVIDED ALWAYS that occupation of the demised premises by any person in the employment of the Tenant shall not constitute an assignment, sub-letting or parting with possession thereof.

- (k) To permit the Landlord or its agents and servants at all reasonable times in the day to enter upon and view the condition of the demised premises and to give or leave on the demised premises notice in writing of such defects and want of repair there found which the Tenant is liable to make good under the covenants hereinbefore contained.
- (l) Within thirty days of leaving any such notice as last aforesaid, to repair and make good all defects and want of repair mentioned in such notice.
- (m) Upon the expiration or sooner determination of the term hereby granted to peacefully yield up the demised premises and all fittings therein to the Landlord or its duly authorised agent in such condition as shall be in compliance with the forgoing covenants.

2. The Landlord **HEREBY COVENANTS** with the Tenant as follows:



- (a) To bear, pay and discharge all existing and future taxes and charges (except those payable by the Tenant under clause 1(c) or any law of the land.
- (b) That the Tenant having paid the rent reserved and observing and performing the several covenants and stipulations herein on his part contained shall hold and have peaceful enjoyment of the demised premises during the said term without any interruption by the Landlord or any person rightfully claiming under, or in trust for it.

3. PROVIDED, AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that:

- (a) If the rent hereby reserved or any part thereof shall remain unpaid for thirty days after becoming due and payable (whether formally demanded or not), or if any covenant, condition or stipulation on the Tenant's part herein contained shall not be performed or observed, then and at any time thereafter the Landlord shall have a right to enter upon the demised premises or any part thereof. Thereupon, this demised shall immediately determine, but without prejudice to any right of action which the Landlord might have in respect of any antecedent breach of the Tenant's covenants herein contained.
- (b) That acceptance at any time by the Landlord of any rent payable hereunder shall not operate or be construed or take effect as a waiver by the Landlord of any antecedent or then existing breach by the Tenant of any of the covenants, provisions, agreements, conditions and restrictions herein contained or implied and on the part of the tenant to be performed and observed or of any right or remedy of the Landlord by virtue of any such breach.
- (c) This contract may be determined by either party by giving a notice of ninety days in writing to the other party. Provided that where the termination is made by the Tenant, the Landlord shall not refund the amount of rent paid for the remained period of the lease.

4. GOVERNING LAW

This agreement shall be construed and implemented in accordance with the laws of the United Republic of Tanzania.

5. DISPUTE RESOLUTION

All disputes or differences concerning this Sub-Lease shall be settled by the parties amicably and in the event of the failure to conclude a settlement within **Thirty (30) days** then either of the parties can refer the dispute for Arbitration pursuant to the **Arbitration Act, [CAP. 15 R.E. 2002]** as subsequently



amended. Nothing in this clause shall be deemed to prevent either Party from referring the matter to adjudication to the courts of competent jurisdiction.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement presents on the dates and the year in the manner hereinafter appearing.


FOR THE LANDLORD

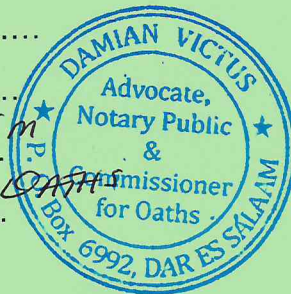
SIGNED and DELIVERED at Dar es Salaam
by **PATRICIA THECKLA KIMICHA**
who is known to me personally/identified to
me by PHANI HIMADHAR
the latter being known to me personally
this **04th** day of **JANUARY 2021**



LANDLORD

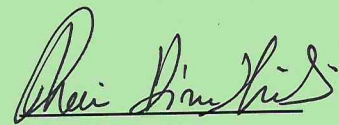
BEFORE ME:

Names: DAMIAN VICTUS
Signature: 
Address: P.O. BOX 6992 DSM
Qualification: COMMISSIONER FOR OATHS



FOR THE TENANT

SIGNED and DELIVERED at Dar es Salaam
by **PHANI HIMADHAR** for and
on behalf of **M/S CALIBER HAULIERS
TANZANIA LIMITED** who is known to me
personally/identified to me by
the latter being known to me personally
this **04th** day of **JANUARY 2021**



TENANT

W.H 10% = 9,000,000 X 10% = 900,000
S.T 1% = 15,000,000 X 1% = 150,000
1,050,000 Total

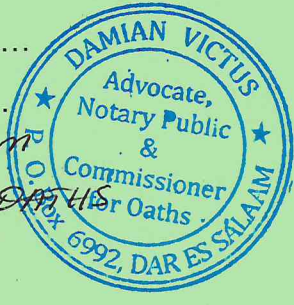
BEFORE ME:

Names: DAMIAN VICTUS

Signature: 

Address: P.O. BOX 6992 DSM

Qualification: COMMISSIONER FOR OATHS



STAMP DUTY
TShs. 150,000/= Collected
Receipt No. 19842014485 Date 25/01/2021

For Regional Manager - Temeke