

SUBLEASE AGREEMENT

BETWEEN

Certified True Copy of the Original
Sign.....Date 08/09/2022
JOHN HUMPHREY
Advocate, Notary
Public & Commissioner for Oaths

K N SOLANKI LOGISTICS LTD

AND

KETAN N. SOLANKI AND VISHAL N. SOLANKI

Drawn by:
FORTUNATUS MASURURA MARICHA.
Kigamboni Street,
P.O Box 40937,
DAR ES SALAAM.

SUBLEASE AGREEMENT

This sublease agreement is made this 1ST day of JUNE, 2021

Between

KETAN N. SOLANKI & VISHAL N. SOLANKI of P.O BOX- 15604, Dar es Salaam (herein after to referred as "the sublessor" which expression where the context, so permits include assignees and successors) of one part.

And

K N SOLANKI LOGISTICS LTD of 31 Kurasini Road, Kurasini-Dar es Salaam (hereinafter to be referred to as "the sublessee" which expression where the context so permits include its successor and assignees) of the other part.

WHEREAS, the sublessor is the lessee of the property located at FLUR V PLOT NUMBER 9Tazara, Dar es salaam City from now on referred to as "the subleased premises".

AND WHEREAS, the sublessee is anxiously looking for a potential business premises to lease and the sublessor is desirous of letting the premises to the sublessee and whereas the sublessee is equally desirous to lease the said house under terms and conditions hereinafter set forth.

NOW THEREFORE, parties hereto agree as follows;

1. That, this sublease agreement will be for a term of five(5) years commencing from 1st day of June, 2021 to the 1st day of June, 2026
2. That, parties hereto agree that monthly rent shall be \$2000 (USD TWO THOUSAND)
3. **SUBLESSOR'S COVENANTS**: The sublessor hereby covenants with the sublessee that during the term of this sublease Agreement:
 - a. To pay and discharge all rates, assessments, impositions, charges and outgoings whatsoever save and except electricity charges, water charges, telephone and telex charges, which are or may hereinafter become imposed or charged upon the demised premises or payable by the sublessor in respect thereof.
 - b. Provided that the sublessee pays the rent herein reserved and observes and performs the covenants herein contained and on its part to be observed and performed, the sublessee shall peaceably hold and enjoy the Demised premises

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- f. The sublessee will pay withholding Tax from rent payable in respect of this sublease Agreement and furnish the receipt thereof to the sublessor.
- g. The sublessee will insure and keep insured the Demised Premises, all its belongings and properties in the Demised Premises against loss or damage by fire or such other risk or risks as the sublessee may deem appropriate.
- h. The sublessee will not assign this sublease Agreement or part with the possession of the Demised Premises or any part thereof without the sublessor's consent in writing.
- i. The sublessee will not permit anything in the Demised Premises that may be or become a nuisance or annoyance to the sublessor or any of the occupiers of the adjoining properties.
- j. The sublessee will permit the sublessor and its agents and workers at all reasonable times after a prior notice, to enter upon and inspect the Demised Premises and to carry out such repairs that the sublessor may deem necessary. Provided that the exercise of the right of entry under this provision shall not be abused.
- k. The sublessee shall comply with the regulatory requirements on the safety measures.
- l. Upon the expiration or sooner termination of the term of this sublease Agreement, the sublessee will deliver to the sublessor the Demised Premises in good condition and state of repairs, fair wear and tear.

5. LAWS GOVERNING THE AGREEMENT

- a. That, parties agree that they shall further be bound by the implied conditions of lease as enshrined under the Land Act, Cap. 113 [R.E. 2002] or other lease conditions as shall time to time be imposed by any other statutory.
- b. That, if any dispute arises in the course of execution of the terms contained in this agreement the same shall amicably be resolved save that where no solution is reached basic laws of the land currently governing contracts shall apply.

6. MISCELLANEOUS: It is hereby expressly agreed and declared that:

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without any interruption or interference from the sublessor or any person or persons lawfully claiming under or in trust for the sublessor.

- c. The sublessor authorizes the removal of any additions, alteration or improvements made to the demised premises at the expiration of the term by the sublessee and to make good any part or parts of the premises additions.
- d. During the continuance of the sublease to keep and maintain the demised premises in state of good structural repair and in a condition suitable for human habitation (proper state of repair and on receipt of notice from sublessee remedy any faults and the demised premises to be given proper use provided that such faults are not attributable to neglect on the part of the sublessee, his agents or employees.
- e. If at any time during the sublease term the demised premises or any part thereof shall accidentally be destroyed by fire, then the rent herein reserved or a fair and just proportion thereof according to the nature and extent of the injury sustained shall cease and be suspended for such period as the premises hereby destroyed or part thereof shall remain uninhabitable.

4. **SUBLESSEE'S COVENANTS:** The sublessee hereby covenants with the sublessor that during the term of this sublease Agreement;

- a. The sublessee will pay the rent as agreed herein without any formal demand or deductions.
- b. The sublessee will pay all charges for electricity and telephone charges with respect to the Demised Premises.
- c. The sublessee will at its costs carry out suitable modifications and renovations to suit their own use for business purposes subject to approval of sublessor in writing.
- d. To carry out office partitioning of the premises and installation of telephone, computer, electricity cables and security systems. The partitions and all equipments installed to the demised premises shall be the property of the sublessee.
- e. The sublessee will pay all charges, costs and expenses in connection with, arising out of or necessary for giving effect to this sublease Agreement.

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[Handwritten mark]

a. **TERMINATION:**

i. If the rent herein or any part hereof is not paid within thirty (30) days after its due date whether legally demanded or not or if the sublessee at any time fails or neglects to perform or observe any of the covenants herein contained it shall be lawful for the sublessor to terminate this sublease Agreement by a thirty (30) days written notice to the sublessee and upon such notice this sublease Agreement shall terminate and the sublessor or any person or persons authorized by it shall be entitled to rent into the Demised Premises or any part thereof and take possession thereof but without prejudice to any right of action or remedy of the sublessor in respect of any antecedent breach by the sublessee of any of the covenants herein contained.

ii. Any party is at liberty to terminate this sublease Agreement upon giving the other party a thirty (30) days notice in writing.

b. **OPTION TO RENEW:** This sublease Agreement may by mutual consent of both parties be renewed for another term upon the same covenants, terms and conditions herein contained or any other terms as might be agreed by both parties save that where either part has no intention of renewing this Sublease Agreement may give thirty (30) days written notice to the other part of his intention to do so.

c. **NOTICE:** Any notice required or permitted under this Sublease Agreement shall be in writing and served on the sublessee by leaving it at the Demised Premises or sending it by registered post at its address herein before mentioned and, in the case of the sublessor by sending it by registered post at the address herein before mentioned or such other address as the sublessor may designed in writing.

d. **ENTIRE AGREEMENT:** This Sublease Agreement is the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, representations, warranties and undertakings of the parties and no addition alteration or modification of this Sublease Agreement shall be binding or valid unless it is in writing and signed by the duly authorized representatives of each of the parties hereto.

e. This Sublease Agreement shall be governed and construed in accordance with the laws of Tanzania.


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IN WITNESS WHEREOF, parties hereto have executed these presents on the day and in the year herein below appears.

SEALED with the COMMON SEAL of the
Said KETAN AND VISHAL SOLANKI
and delivered in my presence this 1st
day of June, 2021


BEFORE ME;

Signature: 
Name: Ketan Solanki
Address: P.O. BOX 1560A
Qualification: DIRECTOR

SEALED with the COMMON SEAL of the
said K N SOLANKI LOGISTICS LTD
and delivered in my presence this 1st
day of June, 2021

BEFORE ME;

Signature: 
Name: Vishal Solanki
Address: P.O. BOX 1560A
Qualification: DIRECTOR

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Sign:  Date: 09/09/2022
JOHN HUMPHREY
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