

**THE REGISTRATION OF DOCUMENTS ACT
[CAP 117 R.E 2002]**

SUB-LEASE AGREEMENT

BETWEEN

**KILIMANJARO INDUSTRIAL PARK LIMITED
("The Sub-Lessor")**

AND

**GSM TANZANIA LIMITED
("The Sub-Lessee")**

**FOR SUB-LEASE OF PLOT SITUATED AT
MWASONGA, KIGAMBONI**

THE REGISTRATION OF DOCUMENTS ACT
[CAP 117 R.E 2002]

SUB- LEASE AGREEMENT

THIS SUB- LEASE AGREEMENT is made at Dar es Salaam on this 4st day of March 2023.

BETWEEN

KILIMANJARO INDUSTRIAL PARK LIMITED with incorporation number 162734091 of Dar es Salaam (hereinafter referred to as “**the SUB- LESSOR**”, which expression shall, where the context so admits, include his assignees, executors, and other successors in title) of the one part.

AND

GSM TANZANIA LIMITED of P. O. Box 6244 Dar es Salaam, Tanzania, (hereinafter referred to as “**the SUB- LESSEE**”, which expression shall, where the context so admits include its assignees, executors, and other successors in title) of the other part.

WHEREAS the **SUB- LESSOR** is the lessee of a plot located Mwasonga, Kigamboni, with complete lease documents from the owner/ lessor. (For the purpose of this agreement hereinafter it shall be known as “**the plot**”).

The **SUB- LESSEE** is the company registered to carry on the business of manufacturing of textiles and is renting the plot for the purpose of building a manufacturing industry of textiles.

AND WHEREAS the **SUB- LESSOR** has agreed to let the plot referred hereinabove on the terms and conditions hereinafter contained.

SUB- LEASE PERIOD, RENT, SERVICE CHARGE AND FITTING OUT

1. In consideration of the land available for Sub-Lease with amenities and hiring charges and the Tenant’s covenants hereinafter reserved and contained the sub- Lessor hereby demises unto the sub-lessee the plot situated at Mwasonga, Kigamboni for a period of Twenty (20) years commencing from 1st of March 2023 to 28th of February 2043 subject nevertheless to the provision of re-entry and subject also to the option for renewal hereinafter contained.

1.1 The rent shall be **Tanzanian Shillings Ten Million Only (Tshs.10,000,000/=)** per month totalling **Tanzanian Shillings Twelve Million Only (Tshs.120,000,000/=)** per annum which shall be paid upon signing of this agreement.

1.2 The Sub- Lease and rent charges will be deemed to have commenced on the first day of the calendar month of March upon which the **SUB- LESSEE** so takes occupation.

1.3 The initial tenure of the Sub- Lease is Twenty (20) Years.

1.4 The Sub- Lease period may be extended for a further period as per mutual agreement between the Sub- Lessor and the Sub-Lessee.

1.5 It is hereby agreed that failure to pay agreed rent within Thirty (30) days shall automatically terminate this sub-lease and the sub- lessor shall be at liberty to use or rent the said plot to any other potential sub-lessee.

1.6 The said plot is not insured and that the Sub- Lessee is responsible for insuring his goods/ products during the entire period of the sub-lease.

2. THE SUB- LESSEE HEREBY COVENANTS WITH THE SUB- LESSOR as follows:

2.1 To pay during the said term the said reserved rents, hiring charges, security, and maintenance charges at the times and in the manner aforesaid.

2.2 To pay all charges for electricity, if any, in respect of the demised premises accrued and payable during the tenure of the Sub-Lease period and upon the expiration to provide documentary evidence for having settled all the above referred charges. If the Sub-Lessee need to install its own generator must first get the approval of the Sub- Lessor regarding the location, wiring and installation of the generator.

2.3 Not to keep or permit to be kept on the demised premises any materials of dangerous or explosive nature or the keeping of which may contravene any statutes or local regulations or by Laws or to carry on or do anything that may constitute a nuisance to public or private nature or be a cause of disturbance or annoyance, or danger to neighbours, or public.

2.4 To permit the Sub-Lessor or its agents or servants by reasonable prior notice and at all reasonable hours to enter and view the condition of the demised premises and in the event of any repairs being necessary to carry out the same within one month of receiving a notice to do so and certainly prior to vacating the premises (subject to the same being the Sub-Lessee's responsibility).

2.5 To use the demised premises for manufacturing of textiles purposes only and not to assign, sublet, or part with possession of the demised premises without the previous written consent of the Sub-Lessor. In the case of a Sub- Lessee any misdemeanours or breaches of the occupants shall be automatically imputed upon the Sub- Lessee, severally in all respects with the occupant, and or the person committing the breach or misdemeanour. Such breach includes those committed by the agents, employees, or invitees of the Sub- Lessee, whether by carelessness or negligence.

2.6 To yield up peaceably the demised premises to the Sub- Lessor or its agent or nominee at the expiration of the fixed term aforesaid in good and tenantable repair and condition in accordance with the covenants herein before contained allowing for normal wear and tear.

2.7 To give notice in writing of at least Six (6) months before the expiry of the term hereby created to the Sub- Lessor expressing his (Sub- Lessee's) intention whether to renew the Sub- Lease for a further term.

4. THE SUB- LESSOR HEREBY COVENANTS WITH THE SUB- LESSEE AS FOLLOWS:

4.1 To pay all existing and future land rates taxes and outgoings in respect of the demised premises.

5. PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOW:

5.1 That if the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for Thirty (30) days after the same shall have become due (whether formally or legally demanded) or if the Sub- Lessee shall at any time fail or neglect to perform or observe any of the covenants and obligations herein contained and its part to be performed and observed the Sub- Lessor shall be entitled to re-enter and take possession of the demised premises without prejudice to any antecedent or other claims that either party shall have against the other.

5.2 In the event of any dispute of claim arising from or in connection with this agreement which is not settled mutually by the parties thereto such dispute or claim may be referred by either party to an arbitration in Tanzania or any competent tribunal in Tanzania.

5.3 Any notice under this Sub- Lease shall be in writing and may be served on the party on whom it is to be served either personally, or to an agent duly authorized to receive mail, or by leaving it at the Demised Premises (if he be the SUB- LESSOR) or at the last known place of abode, or by sending it by registered post or the recorded delivery service to such premises or place; and in the case of a notice to be served on the SUB- LESSOR it may be served in like manner upon any agent for the SUB- LESSOR duly authorized in that behalf.

5.4 Either party may terminate this Sub- Lease upon giving written notice to the other party at least Six (6) calendar month in advance of the termination date. Such termination of this Sub- Lease will be without prejudice to any right of action or remedy of either party in respect of any antecedent breach of the terms and conditions contained herein. If the SUB- LESSEE terminates this Sub- Lease in accordance with this clause, the SUB- LESSEE shall not be liable for any charges additional to those incurred to the date the Sub- Lease is terminated.

5.5 The provisions of this Sub- Lease may be amended from time to time by the parties and such modifications as the SUB- LESSOR and SUB- LESSEE may agree shall be in writing and supplemental to this Sub- Lease.

5.6 If the SUB- LESSEE shall be desirous of taking a Sub- Lease of the Demised Premises for a further term from the expiration of the term hereby granted and shall not more than Six (6) month before the expiration of the term hereby granted have given to the SUB- LESSOR notice in writing of such desire, and if the SUB- LESSEE shall have paid the rent hereby reserved and shall have

reasonably performed and observed the stipulations herein contained and on his part to be performed and observed up to the expiry of the Tenancy hereby created, then the SUB- LESSOR will let the Demised Premises to the SUB- LESSEE for a further term to be mutually agreed between the SUB- LESSEE and the SUB- LESSOR from the date following the date of expiry of this present Sub- Lease at an increment on rental and maintenance charges to be mutually agreed upon by both parties.

6. SIGN BOARDS

The Sub- Lessor hereby grants to the Sub- Lessee exclusive right to install sign boards (illuminated) identifying its businesses on top and on any other appropriate location of the building as mutually agreed by both the parties.

7. GOVERNING LAWS

This agreement is governed by the laws of the United Republic of Tanzania and is subject to the specific provisions governing Leases and Sub-Leases as set out in the Land Act (CAP 113 RE 2002) and other operative statutes.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESSETH WHEREOF the parties hereto have set their hands to these presents as validly known and done in the manner herein under appearing: -

STAMPED with the COMMON STAMP of the said
KILIMANJARO INDUSTRIAL PARK LIMITED

In my presence this 1st day of
March 2023.

Name: Mohamed Ally

Designation: Director

Address: 6244 DSM

Signature: 



STAMPED with the COMMON STAMP of the said
GSM TANZANIA LIMITED

In my presence this 1st day of
March 2023.

Name: Faisal Mohamed

Designation: Director

Address: 6244 DSM

Signature: 

