

LEASE AGREEMENT

THIS LEASE AGREEMENT made on the 9th day of September 2020.

M/S KARIBU TEXTILE MILLS LTD
P. O. Box 6035
Telephone:0713 605440.....
Email: ajetha786@gmail.com
DAR ES SALAAM

} **LESSOR**

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

(Hereinafter called the Lessor which expression shall where the context so admits include her successor and assigns) of the one part and:

M/S IMPERIAL ROAD HAULAGE LTD
P. O. Box 2150
Telephone:0686 786579.....
Email: info@irh.co.tz
DAR ES SALAAM

} **LESSEE**

Represented by;
Name: Mr. Mujtaba Bharwani
Designation: Director

(Hereinafter called the Lessee which expression shall where the context so admits include its successors and assigns) of other part.

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 no 125-127 MBAGALA MISSION** (Herein called the demised Premises) **TO HOLD** the same unto the lessee for a term of **Three (3) Year** commencing on **1st October 2020** at a net monthly rent of **Tanzania Shillings (TZS) 2,542,372.88** (TZS Two million five hundred forty two thousand three hundred seventy two and eighty eight cents only) **Plus VAT amount Tanzania Shillings (TZS) 457,627.12** (TZS Four hundred fifty seven thousand six hundred twenty seven and twelve cents only)) **total monthly rent will be Tanzania Shillings (TZS)3,000,000** (TZS Three million only).

Net Monthly Rental mentioned above details are as follows:

- a. Area YARD (semi developed))

Lessor's initialsAJ.....

Lesee's initials.....MB.....

The net monthly rent fee is **exclusive of all statutory taxes and stamp duty (shall be borne by the tenant) subject to deduction of 10% Withholding Tax which will be paid to the Tanzania Revenue Authority.** The rent shall be paid 12 Month in advance. Consequently, this agreement shall only be valid for duration that has been paid in advance.

Summary of Net Monthly Rent due:

1st 12 Month Period - Start from 01th October 2020 to 30th September 2021

Rent will be due on the date of sign of the contract. Tenant will pay on or before the date of contract sign.

Total Rent: TZS 2,542,372.88 Per Month x 12 Months =TZS 30,508,474.58 + Plus VAT 18%TZS 5,491,525.42 Total amount payable TZS 36,000,000.

2nd 12 Month Period – Start 1st October 2021 to 30th September 2022

Rent will be due before on the end of September 2021.

Total Rent: TZS 2,542,372.88 Per Month x 12 Months =TZS 30,508,474.58 + Plus VAT 18%TZS 5,491,525.42 Total amount payable TZS 36,000,000.

3rd 12 months' period start stars 1st October 2022 to 30th September 2023.

Rent will be due before on the end of September 2022.

Total Rent: TZS 2,542,372.88 Per Month x 12 Months =TZS 30,508,474.58 + Plus VAT 18%TZS 5,491,525.42 Total amount payable TZS 36,000,000.

The rent for the Lease duration to be paid in advance without any deduction except Withholding Tax 10% which will be paid to Tanzania Revenue Authority whatsoever on the commencement of the period herein reserved (and as indicated above) and subject to the conditions hereinafter appearing.

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 - 22410024718, Name of Account Karibu Textile Mills Ltd Branch at Mbagala Branch Bank National Microfinance Bank and upon the payment the Lessee owe a duty to remit submit the Bank Slip to the Lessor on which the receipt will be issued,

Lessor's initials *AJ*

Lessee's initials..... *MB*

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 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.

Lessor's initials *AD*

Lessee's initials..... *NLF*

- k. 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).
- l. 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.
- m. 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.
- n. To comply with all recommendations of fire authorities as to fire precautions relating to the demised premise or building.
- o. If there is an electricity or water supply fault due to negligence of the lessee, than 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
- 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 tenatable 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

Lessor's initials **AD**

Lessee's initials..... **MB**

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 one (1) month notice in writing without refund of the prepaid rent or pay one (1) 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.
- 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 Major 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 *AD*


Lessee's initials..... *MB*

IN WITNESSES WHEREOF the Lessor and the Lessee have respectively hereby executed this deed the day of and year and in the manner hereinafter appearing.

Signed by the said **MR. Adil Jetha**
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 2020.


.....
LESSOR
KARIBU TEXTILE MILLS LTD
P. O. BOX 6035
DAR ES SALAAM


BEFORE ME:

Name SOLOMON MAHOGO
Signature 
Posta Address Box. 6035
Designation HR MANAGER

Signed by the said **MR. Mujtaba Bharwani**
On behalf of IMPERIAL ROAD HAULAGE LTD
Who is known to me personally /identified to me
By..... the later known
to me Personally at on this
..... day of 2020.


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LESSEE


BEFORE ME:

Name Hasan Khan
Signature 
Posta Address 2150 DSM
Designation General Manager



JOYCE KABULA SABASABA
ADVOCATE
NOTARY PUBLIC
&
COMMISSIONER
FOR OATHS
P.O. BOX 2102
DAR ES SALAAM

Lessor's initials AJ
Lesee's initials MB