

TENANCY AGREEMENT

THIS TENANCY AGREEMENT is made this 24<sup>th</sup> Day of April, 2020

BETWEEN

JOSEPH KANDO MKAMA of P.O.Box 7528, MWANZA (Hereinafter referred to as the "LANDLORD" which expression shall include, (where the context so admits its successors and assigns) of the one part.

AND

M/s SIGNWAREHOUSE of P.O.Box 1577 Mwanza- Tanzania (Hereinafter referred to as the "TENANT" which expression shall include, (where the context so admits its successors and assigns in title) of the one part.

WHEREAS, the "LANDLORD" is a natural person and owns a property and has exclusive rights of ownership and control of a warehouse situated on Plot No. 505 block "A" located at Nyamhongo INDUSTRIAL AREA in Mwanza.

WHEREAS, the "LANDLORD" is desirous of letting the aforesaid Premise and the "TENANT", having viewed the said demised Premise has agreed to rent the same upon such terms, conditions and covenants herein appearing.

NOW THEREFORE, the parties above named agree as hereunder:-

**1.0 TENANCY PERIOD AND RENT.**

- 1.1 That, IN CONSIDERATION of the rent herein reserved, and the covenants hereinafter contained or implied and to be performed and observed by the "TENANT", the "LANDLORD" DO HEREBY DEMISES into the TENANT premise to hold the same unto the Tenant for a period of three years starting from 1<sup>st</sup> day of May, 2020 to 30<sup>th</sup> day of April, 2023.
- 1.2 That, the consideration for the Tenancy created in this Agreement is TSHS. 1,000,000/= (Say one million Tanzanian Shillings only) per month VAT inclusive, which is herein after referred to as the RENT payable annually therefore the tenant shall pay the annual rent of sum of TSHS. 12,000,000/= ( Say twelve million Tanzanian Shillings only).

CERTIFIED TRUE COPY OF THE ORIGINAL  
STEVEN E. MAKWEGA  
ADVOCATE, NOTARY PUBLIC &  
COMMISSIONER FOR OATHS  
Signature: \_\_\_\_\_ Date: 15/7/20

## 2.0 COVENANTS OF THE TENANT:

The "TENANT" hereby covenants with the "LANDLORD" as follows:-

- a) To pay accordingly to the water bill, electricity used on the demised premise, sanitary, all relevant taxes and other charges incidental to and / or of similar nature, which may be assessed or imposed on the demised premises or any party thereof.
- b) To keep the interior of the demised premises including all doors, windows, walls, water apparatus, electric wiring and fittings therein and other fittings in a good and tenable condition.
- c) To make necessary repairs intended to maintain the quality of demised premise in a good and tenable condition good and without making additions or alterations except with the approval by the "LANDLORD".
- d) Not to assign, sublet or part with the possession of the demised premise our any part thereof without the consent of the "LANDLORD".
- e) To permit "LANDLORD" or his agents to enter upon the demised premises with prior notice at reasonable time for the purpose of making inspection of the demised premises or make repair where necessary.

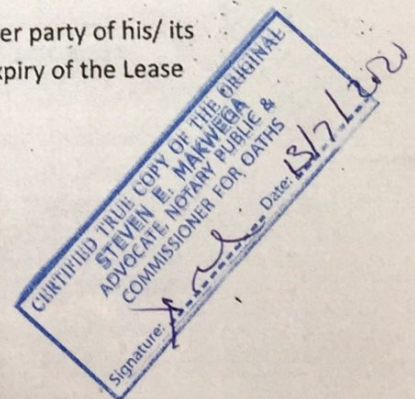
## 3.0 COVENANTS OF THE LANDLORD

The "LANDLORD" hereby covenants with the "TENANT" as follows:- To ensure that the "TENANT", subject to the tenant paying rents herein before preserved and performing and observing the several covenants and stipulations herein on his part contained peacefully holds and enjoys the demised premises during the term herein created without any intervention.

- a) To pay and discharge all rates, taxes as assessment imposition duties charges and outgoings what covers save for and except electricity charges and water rates which are now or may hereinafter imposed or charged upon the demised premises or payable by the "LANDLORD" in respect thereof.
- b) To remedy and make good all repair or structural faults of construction affecting the convenient and proper use of occupation provided that such faults are not attributable to neglect on the part of "TENANT", his agents or employees.

## 4.0 RENEWAL OF TENANCY

Either party who wish to renew the Agreement shall notify the other party of his/ its intention to renew the Agreement three months (1) prior to the expiry of the Lease period stated herein.



**5.0 TERMINATION OF AGREEMENT**

- 5.1 Any party without prejudice to any remedy for breach of Agreement and by written notice sent to the **TENANT**, may terminate this Agreement in whole or in part if the **TENANT** fails to observe or comply with any of the covenants stipulated under Clause 2.0
- 5.2 In the event the **LANDLORD** terminates the Agreement pursuant Clause 5.1, the **TENANT** shall be liable to the **LANDLORD** as the result of the termination
- 5.3 Either part to this lease may terminate this lease by giving 90 days written notice expressing the intention to do so; in the event the **LANDLORD** decides to terminate this lease any unutilized balance advanced to him shall be refunded. Failure to issue notice of intention to terminate from either side amounts to payment of three month rental amount in lieu of notice.

**6.0 MODIFICATION OF AGREEMENT**

No variation in or modification of the terms of the Agreement shall be made except by written amendment signed by the parties.

**7.0 GOVERNING LAW**

The parties to this Agreement submit themselves to the Law of Tanzania and should any dispute arise between them regarding the implementation or interpretation of this Agreement the Laws applicable shall be the Laws of the United Republic of Tanzania.

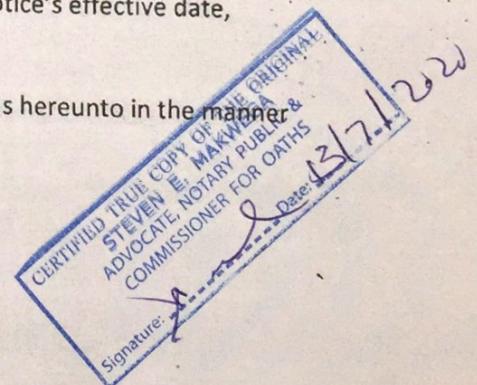
**8.0 DISPUTE SETTLEMENT**

In the event any dispute or difference in respect of any provision of this Agreement, parties shall resolve such dispute amicably, failure of which shall entitle either of the parties to refer the same to the Court of competent jurisdiction.

**9.0 NOTICE**

- 9.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in the Local Purchase Order.
- 9.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**IN WITNESS WHEREFORE**, the parties have set their respective hands hereunto in the manner and the date hereafter appearing:-



SIGNED AND DELIVERED by the said

JOSEPH KADO MKAMA

Who is known to me personally / identified to me

By \_\_\_\_\_ the latter being known

To me personally this 24 Day of April 2020

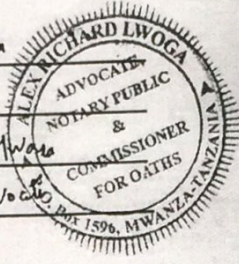
**BEFORE ME:**

NAME: Alex Richard Lwoga

SIGNATURE: \_\_\_\_\_

ADDRESS: 196 Mwaga

QUALIFICATION: Advocate



SEALED with COMMON SEAL of

SIGNWAREHOUSE LTD

This 24 Day of April 2020

In our presence

SIGNATURE: \_\_\_\_\_

NAME: Withan Ngaya

ADDRESS: P.O. Box 1577 MZA

Designation: MD

**BEFORE ME:**

SIGNATURE: Alex Richard Lwoga

NAME: \_\_\_\_\_

ADDRESS: 196 Mwaga

QUALIFICATION: ADVOCATE

