



TENANCY AGREEMENT

THIS TENANCY AGREEMENT is made this 25th day of January, 2017

BETWEEN

TANZANIA ASSEMBLIES OF GOD of P.O. Box 8427 Dar es Salaam (hereinafter called "the Landlord" which expression shall, where the context so admits, include his heirs and legal personal representatives) of the one part.

AND

KRC INVESTMENTS LIMITED, a limited liability company incorporated in Tanzania of P.O. BOX 1338 Dar es salaam hereinafter called the "Tenant", which expression shall, where the context so admits, include his heirs and legal personal representatives) of the other part..

NOW THESE PRESENTS WITNESS AS FOLLOWS:

1. IN CONSIDERATION of the covenants hereinafter reserved and contained the **LANDLORD HEREBY DEMISE** unto the **TENANT** one room in the TAG Kinondoni Revival Church building and developments thereon to a period of one year from 1st February, 2017 without paying rent due to the fact that **KRC INVESTMENTS LIMITED** is a TAG owned institution.
2. The tenant **HEREBY COVENANTS** with the landlord to the intent that obligations shall continue throughout the term of the tenancy as follows:
 - (i) To yield and pay monthly service charges such as may be levied by the relevant authorities for water, electricity and telephone services.
 - (ii) To keep in tenantable repair all windows, doors, locks and fasteners and the interior of the demised premises and the sanitary and water apparatus therein and electric and telephone wiring thereof (fair wear and tear and damage by accidental tempest and fire exempted) and to yield up the same in such repair at the determination of the tenancy
 - (iii) At the expiration of the tenancy to yield to the Landlord the demised premises with fittings and additions thereto in good and tenantable repair and conditions herein contained (fair wear and tear excepted). And it shall be lawful for the tenant at any time during the term hereby granted to remove and take away for his own benefit from the demise his fixtures, articles and things whether or not affixed or form part of the demised premises which the tenant may at any time during the said term attach, place or set up, in upon or about the premises or not falling within the legal category of trade or tenant's fixture articles and things to any succeeding or incoming charges the landlord first having option of purchasing such fixtures, appointed in the usual manner.
 - (iv) To permit the landlord and its respective agents surveyors and workmen at all reasonable terms upon the landlord giving reasonable notice to the tenant, except in the case of emergence, to enter upon the

- (x) To pay all charges for water, electricity and power (including sewage charges) used or consumed by the tenant howsoever may be in the demised premises.
- (xi) To comply with all the Township and Health regulations as may be promulgated from time to time by the relevant authority.
- (xii) Not to obstruct, occupy or otherwise render unsuitable for use any passageways, entrance halls or corridors leading to or out of any adjoining premises.

3. **AND the landlord HEREBY COVENANTS with the tenant as follows:**

- I. That the tenant performing and observing the agreement on its part hereinbefore contained may peacefully held and enjoyed the demised premises without interruption by the landlord or any persons rightfully claiming under him.
- II. To bear, pay and discharge all rates, taxes duties and outgoings payable in respect of demised premises except for water, electricity and telephones (including sewage charges) used.
- III. To keep in good tenantable repair the roof and outside walls and grounds surrounding the demised premises.
- IV. To provide cost of repairs due to fair wear and tear and sanitary apparatus and part in connection therewith.
- V. To keep the outside passages leading to the demised premises well and sufficiently cleaned.

4. **PROVIDED ALWAYS AND IT IS HEREBY AGREED and declared as follows:**

- I. If and whenever the said building shall be so destroyed or damaged by fire, riot, civil commotion, act of God, force majeure as to render the demised premises of any part thereof or the means of access thereto unfit for occupation or use the rents hereby reserved and / or paid on a proportionate part thereof according to the nature and extent or the damage sustained shall be refunded or cease to be payable from the happening of such event until the demised shall again be fit for use and occupation and in case any dispute shall arise in relation thereto the same shall be referred to arbitration of three arbitrators one to be appointed by each party and the two so appointed to appoint the third arbitration shall be conducted in accordance with the provisions reenactment thereof for the time being in force. The majority decision of the Arbitrators shall be final and conclusive.
- II. The parties hereto may, by mutual consent renew this agreement at the expiration of the term hereby created for a similar or longer term with revised rent.

TENANCE AGREEMENT

THIS AGREEMENT is made this 15th day of January 2020

BETWEEN

TANZANIA ASSEMBLES OF GOD of P. O. Box 8427 Dar es salaam (hereinafter called "the Landlord" which expression shall, where the context so admits, include his heirs and legal personal representatives) of the one part.

AND

KRC INVESTMENTS LIMITED a limited liability company incorporated in Tanzania of P.O.BOX 11180 Dar es salaam hereinafter called the "Tenant" which expression shall, where the context so admits, include his heirs and legal personal representatives) of the other part.

NOW THESE PRESENTS WITNESS AS FOLLOWS:

1. **INCONSIDERATION** of the covenants hereafter reserved and contained the **LANDLORD HEREBY DEMISE** unto the **TENANT** three rooms in the TAG Kinondoni Revival Church building and developments thereon to a period of five years from 1st February 2018 and will be paid rent of Tsh.50,000 per room per month by the tenant with effect from 1st February 2018.
2. The tenant **HEREBY COVENTANTS** with the landlord to the intent that obligations shall continue throughout the term of tenancy as follows:
 - i. To yield and pay monthly service charges such as may be levied by the relevant authorities for water, electricity and telephone services.
 - ii. To keep in tenantable repair all windows, doors, locks and fasteners and the interior of the demised premises and the sanitary and water apparatus therein and electric and telephone wiring thereof (fair wear and tear and damage by accidental tempest and fire exempted) and to yield up the same in such repair at the determination of the tenancy.
 - iii. At the expiration of the tenancy to yield to the Landlord the demised premises with fittings and additions thereto in good and tenantable repair and conditions herein contained (fair wear and tear excepted) And it shall be lawful for the tenant at any time during the term hereby granted to remove and take away for his own benefit from the demise his fixtures, articles and things whether or not affixed or form part of the demised premises which the tenant may at any time during the said term attach, place or set up, in upon or about the premises or not falling within the legal category of trade or tenant's fixture articles and things to any succeeding or incoming charges the landlord first having option of purchasing fixtures, appointed in the usual manner.
 - iv. To permit the landlord and its respective agents surveyors and workmen at the reasonable terms upon the landlord giving reasonable notice the tenant except in the case of emergence, to enter upon the demised or of taking inventories of the demised premises and things as may be required for any repairs alterations or improvements either of the demised premises and the electric fittings and water pipes and drains in order of under the same or of any parts of said buildings and upon

notice given in writing by the landlord to execute any repairs lawfully required by such notice for which the tenant may be liable under these presents and within two months of any such notice as last aforesaid to repair and make good all defects and want of preparations there mentioned. And if the tenant shall not within ten days after service of such notice proceed diligently with the execution of such repairs then to permit the landlord to enter upon the demised premises and execute such repairs and the cost thereof shall be a debt due from the tenant to the landlord payable at the instance of the landlord. Failure to pay shall be considered a breach of this agreement.

- v. Not to under or assign the demised premises or part thereof without first obtaining the prior written consent of the landlord (such consent not be unreasonably withheld) and to cause a similar covenant to be inserted in every sublease of the demised premises.
- vi. Not to injure or maim any of the principal walls or woodwork of the demised premises without the written consent of the landlord (not to be unreasonably withheld) or to make any alteration therein whatsoever, to make any portions of a permanent nature except and after as have been previously approved in writing by the landlord and after creation and completion thereof not to alter the same without the consent in writing of the landlord (such approval and consent not to be unreasonably withheld) and to remove the same at the end of the said term.
- vii. Not to permit any auction to be held on the demised premises nor use exercise or carry on or permit to be used, exercised or carried upon the demised premises any dangerous noxious offensive trade whatsoever.
- viii. Not to commit or permit to be used on the demised premises anything which will cause any annoyance or nuisance to the landlord or occupiers of the property in the neighborhood.
- ix. Not to commit or permit or suffer any destruction in or upon the demised not to cut maim or injure or suffer to be cut, maimed or injured any roofs, walls, timbers, wires, pipes, drains apparatus or fittings there to on any account whatsoever except in case of fire and also at all time to comply with and observe the requirements (other than requirements necessitating alterations to the main structure of the demised premises) of the relevant authority having power to deal with means of escape from the demised premise in the event of fire to the extent that such requirements effects affect the demised premises or the fixtures, fittings or furniture therein.
- x. To pay all charges for water, electricity and power (including sewage charges) used or consumed by the tenant howsoever may be in the demised premises.
- xi. To comply with all the Township and Health regulations as may be promulgated from time to time by the relevant authority.
- xii. Not to obstruct, occupy or otherwise render unsuitable for use any passageways, entrance halls or corridors leading to or out of any adjoining premises.

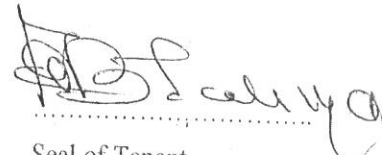
3. AND the landlord HEREBY COVENTS with the tenant as follows:


- i. That the tenant performing and observing the agreement on its part hereinbefore contained may peacefully hold and enjoy the demised premises without interruption by the landlord or any persons rightfully claiming under him.
- ii. To bear, pay and discharge all rates, taxes, duties and outgoings payable in respect of demised premises except for water, electricity and telephones (including sewage charges) used.
- iii. To keep in good tenable repair the roof and outside walls and grounds surrounding the demised premises.
- iv. To provide cost or repairs due to fair wear and tear and sanitary apparatus and paint in connection therewith.
- v. To keep the outside passages leading to the demised premises "well and sufficiently cleaned

4. PROVIDED ALWAYS AND IT IS HEREBY AGREED and declared as follows:

- i. If and wherever the said building shall be so destroyed or damaged by fire, riot, civil commotion, act of God, force majeure as to render the demised premises of any part thereof of the means of access thereto unfit for occupation or use the rents hereby reserved and / or paid on a proportionate part thereof according to the nature and extent of the damage sustained shall be refunded or cease to be payable from the happening of such event until the demised premises shall again be fit for use and occupation and in case any dispute shall arise in relation thereto the same shall be referred to arbitration of three arbitrators one to be appointed by each party and the two so appointed to appoint the third arbitrator shall be conducted in accordance with the provisions of reenactment thereof for the time being in force. The majority decision of the Arbitrators shall be final and conclusive.
- ii. The parties hereto may by mutual consent renew this agreement at the expiration of the term hereby created for a similar or longer term with or without revised rent.
- iii. This agreement may be terminated by either party by giving three months written notice to the other part before date of termination.
- iv. A notice shall be deemed to be fully served on the tenant if addressed to him and left on the demised premises and shall be deemed to be duly served on the landlord if addressed to him at his above mentioned address.

Sealed with the common
Seal of the said KRC Investments Ltd
Before me this 17th day of JANUARY, 2020

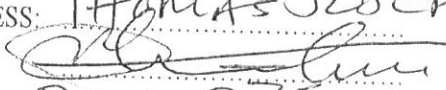

Seal of Tenant

Name THOMAS JOSEPH LPATUU
Signature 
Postal Address BOX 939 D D SALAAM
Qualification ADVOCATE



SIGNED and DELIVERED by ROGATHE ZAKAYO SWAI
The said TANZANIA ASSEMBLIES OF GOD
Who is known to me personally/identified
To me by this 17th day of JANUARY, 2020


LANDLORD

NAME OF WITNESS: THOMAS JOSEPH LPATUU
SIGNATURE: 
ADDRESS: BOX 939 D D SALAAM
Qualification: ADVOCATE



Whe = Tsh 180,000/- (2018)
Int whe = Tsh 24,571 (2018)
Whe = Tsh 180,000/- (2019)
Int whe = Tsh 10,780 (2019)
Stamp = Tsh 180,000/- (2020)
22.01.2020

STAMP DUTY
Shs. 18000/- collected
Receipt No. 21384577 Dated 20/1/20
Regional Manager Kibondo Tax Region