

TENANCY AGREEMENT

BETWEEN

BARAKA MWAKALONGE

(The Lessor)

AND

(The lessee)

NGUVU ZETU INVESTMENT LTD

FOR

DEMISED PREMISESON PLOT NO. 66 BLOCK
KATUBUKA AREA – KIGOMA

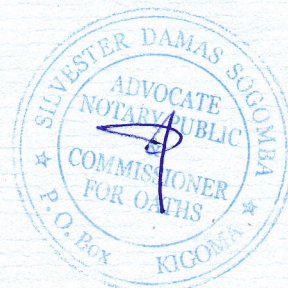
DRAWN BY:-

Silvester Damas Sogomba (Advocate)

Lumumba Road-Kigoma Market.

P.O.BOX 797.

KIGOMA. Mob:- 0764-154859.



Agreement made

BETWEEN

MR. BARAKA MWAKALONGE of P.Box 16461 ILALA Dar es Salaam and being a natural person residing and working for gain at Ilala Dar es Salaam and Kigoma Ujiji Municipality and desirous to lease his Demised premises in plot No. 66 Block Baptist **Kigoma Ujiji**(hereinafter called the "**Lessor**") which expression shall, where the context so admits include its successors and assignees of one part;

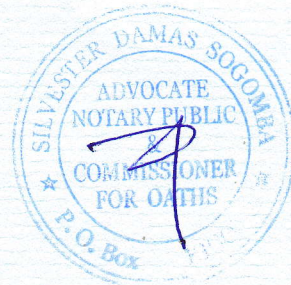
AND

NGUVU ZETU INVESTMENT LTD is a company duly incorporated under the laws of united Republic of Tanzania and of post office Box No. 18, KIGOMA (hereafter called the " lessee" which expression shall, where the context so admits include its successors and assignees) of the other part;

The lessor and the lessee shall to the extent warranted by each particular context, be individually referred to as "Party" and collectively as "Parties"

RECITALS:

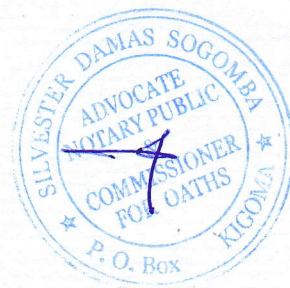
- A. Whereas the lessor herein is a legal owner of plot No. 66 Katubuka Block Baptist area within Kigoma/Ujiji Municipality is desirous to enter into a tenancy agreement with the lessee on the said Plot herein and other improvements thereon (hereinafter called " Demised premises").
- B. And whereas the Lessee is desirous also to rent the referred " Demised Premises"



C. And whereas the Lessor and lessee have mutually agreed to into a lease agreement on the said plot herein which is already developed by erecting residential house which will be occupied and used by the Lessee for the purpose herein intended) for a period of five (5) years commencing from 31st June, 2020 to 29th, 2025 subject to clause No. 9.3 and other terms and conditions laid down in this agreement.

NOW THEREFORE, the parties hereto agree as follow:-

1. In pursuant of the terms agreed in this agreement for the rent consideration herein reserved, the lessor herein leases out to the lessee, the demised premises, for peaceably occupy and enjoy the same for the duration agreed herein.
2. The lessor being a legal owner of the Demised Premises hereby warrants and have a better title to lease the Demised Premises as described above.
3. The rent hereby agreed is one Hundred thousand only (Tshs 100,000/=) per month , and the lessee shall pay the lessor a rent of six million only (Tshs. 6,000,000/=) being a total rent for five years and the Lessor shall also pay withholding tax and land rent tax to the respective authority.
4. Since the agreed period of tenancy is five years consecutively, and the lessee pays only **a rent of 12 months**, the parties have agreed further that the rent will be paid per annum and the land lord will be responsible for land rent to the respective demised premises.
5. The lessee shall as herein agreed continue to lease the demised premises and in case the same want to continue with the contract after the lapse of this lease agreement give a notice of 30 days to



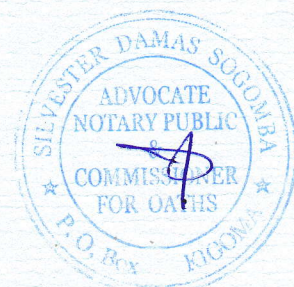
the lessor of its intention to renew a lease agreement and the lessor shall respond to the Lessee within the 30 days before the lapse of the said contract.

6. The lease of this Demises premises is taken for the business that will be conducted by the Lessee.

COVENANTS BY THE LESSEE:

The lessee hereby covenants with the lessor and undertakes as follows:-

1. To pay the rent hereby agreed at the times and in the manner herein agreed.
2. To pay all costs of water, electricity as well as sanity hereinafter Falling due in respect of the Demised premises, during the existence of this agreement.
3. Not to do or permit anything in or upon the Demised premises or any part thereof which may be or become nuisance, annoyance, damage or inconvenience to the premises neighborhood.
4. Not to use the Demised premises for any different purpose other than the purpose herein agreed.
5. Not to assign, sublet or part with the possession of the Demised premises or any part thereof without the prior written consent of the Lessor, which consent will not be unreasonably withhold. Possession of the premises by any person being any employee, official or member of the lessee shall be subject to remedy/renovate any faults of construction inside or outside the premises before expiry of this Agreement. All fittings made by the Lessee shall not be subjected to removal upon end on this agreement.



6. To pay and discharge all land rents, applicable taxes including withholding tax and stamp duty, other taxes or levies and all other outgoing payable in respect of the Demised, and in respect of this agreement.

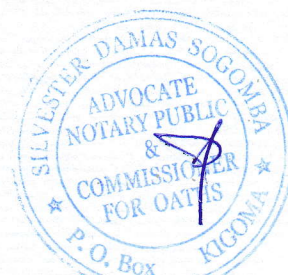
COVENANTS BY THE LESSOR:

The Lessor hereby covenants with the Lessee and undertakes as follows:-

1. To allow the lessee or any person, agents, employees entitled to the benefit hereof through the Lessee to peaceably hold and enjoy the said Demised premises during the term hereby created, without any rightfully claiming through, under or in trust of reserved and observing the covenants undertaken by the Lessee herein.
2. The Lessor hereby grants the Lessee the consent to refurbish the Demised premises; in order to make the same suitable for the undertaking business of the Lessee.
3. Costs for all works related to refurbishment of the said Demised premises as herein agreed shall be borne to the Lessee, provided that, at the expiry or earlier determination of the lease the Lessee shall hand the Demised premises to the Lessor in its refurbished state.

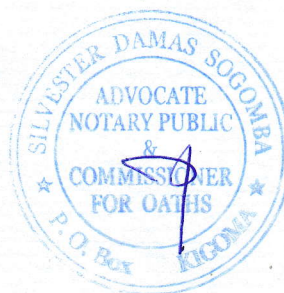
IT IS FURTHER declared as follows:-

1. In case the Demised premises or any part thereof is at any time during the term of this Agreement so damaged or destroyed by fire, natural phenomenon, or any other act of God phenomenon which renders the said Demised premises or part of it un fit for the purpose herein agreed, then the rent shall be suspended until the Demised premises is again restored for the same purpose.
2. If the Lessee desires to take a lease of the Demised premises for a further term after expiry of the term hereby agreed, the Lessee



shall, not later than one (1) month before expiration of the term hereby created, given written notice to the rent hereby received, the Lessor will let the said Demised premises to the Lessee for an additional term to be determined by the parties.

3. The lease agreement can be terminated on default by either party by issuing the other party one (1) month's written notice of termination, with refund of unexhausted rent if so terminated by the Lessor. In the event of breach of any covenant or condition herein contained, the innocent party to remedy the situation within fourteen(14) days. If after lapse of this notice period, the breach continues, the innocent party may terminate the Agreement forthwith, without prejudice to any other remedies that the same party may be entitled to in law.
4. In the event of any dispute or reference arising between the Lessor and the Lessee in respect of any provision of this Agreement or with reference to anything arising out of or incidental hereto, Parties shall negotiate in order to reach an amicable settlement to such dispute or difference, failure of such settlement, the dispute shall be referred to the Court with competent jurisdiction.
5. The respective signatories to this Agreement for the side of lessee warrant that they are duly authorized to sign this Agreement on behalf of the principals they respectively represent, and further that signing of this Agreement binds the said principals and their assignees (Beneficiaries).
6. Both parties will comply with all laws and regulations applicable to their respective undertakings under this Agreement, and in accordance with the laws of the United Republic of Tanzania.
7. This agreement shall in every respect be governed by and construed in accordance with the laws of the United Republic of Tanzania.



WITNESS WHEREOF both parties hereto have executed this Agreement in the manner and in the dates herein bellow appearing

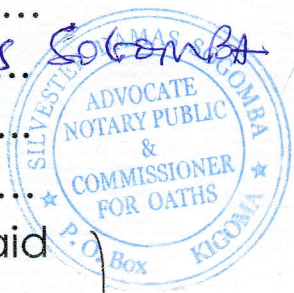
SIGNED and DELIVERED by the said MR. BARAKA MWAKALONGE

Who is known to me personally in MY PRESENCE this 6th day of May ,2020.

SIGNATURE OF THE LESSOR

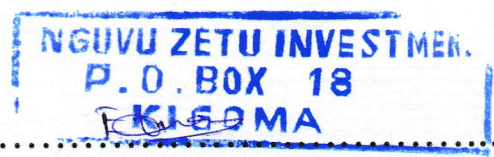
BEFORE ME:-

Signature.....
Name... SILVESTER DAMAS SOGOMBA
Designation... ADVOCATE
Date... 6/05/2020



SIGNED and DELIVERED by the said Name EDINA AMWATURAMBO

Signature... Edna
Postal Address... 18 KIGOMA
Designation... Edna
Date... 06/05/2020



SEAL OF THE COMPANY (LESSEE)

Who has been identified to me by BARAKA MWAKALONGE
The latter being known me in my Presence this this 6th day of May ,2020.

BEFORE ME:-

Signature.....
Name... SILVESTER DAMAS SOGOMBA
Designation.....
Date... 6/05/2020

