

# TENANCY AGREEMENT

Between

**DAUDI NICHOLAUS MBOGO**, of P.O. Box 2385 **Mbeya**, (hereinafter called "Landlord", which expression shall, where the context so admits, include his legal personal representatives) of the one part.

And

**JORDAN PEPENE COMPANY LIMITED**, of P.O. Box 2385, Mbeya (hereinafter called "tenant", which expression shall, where the context so admits, include its liquidators, receivers and successors in interest) of the other part.

WHEREAS the landlord is the beneficial owner of all that land **situated at Isyesye, in Mbeya Region** (hereinafter called Land") and is desirous of letting the Land to the tenant.

**AND WHEREAS** the tenant is willing that the demised premises be let to it.

**NOW THEREFORE THESE PRESENTS WITNESSETH** as follows: -

1. **IN CONSIDERATION** of the rent and the tenant's covenants hereinafter reserved and contained the landlord **HEREBY DEMISES** unto the tenant the demised premises to use and hold the same for a term of ten years with effect from the 1<sup>st</sup> Day of June, 2020 to the 30<sup>th</sup> May, 2030.
2. The Rent for the demised premises shall be as in service providing contract between the Landlord and Tenant
3. The tenant **HEREBY COVENANTS** with the Landlord as follows:-

- i) To permit the landlord or his agents with all necessary workmen and appliances at all reasonable times during day time by prior appointment to enter upon the demised premises for the purpose of viewing the state thereof and to execute repairs on the demised premises under the covenants in that behalf hereinafter contained.
  - ii) To use the Land for construction of warehouse for office and industrial purpose.
  - iii) Not to sublet the demised premises without obtaining the prior approval of the landlord in writing.
4. The Land lard hereby covenants with the tenant as follows:-
- i) To maintain and keep in good tenantable condition the current compound
  - ii) The tenant hereby reserved and observing and performing the several covenants and stipulations herein on the part of the tenant contained shall peacefully hold and enjoy the demised premises during the tenancy herein provided without any interruption by the landlord or any person claiming under or in trust for the landlord.
  - iii) To permit the tenant to make any structural alterations in the demised premises as may be appropriate for the business of the tenant.

iv) To permit the tenant to use the toilets in the said premises.

5. **PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED** as follows:-

If any covenant on the tenant's part herein contained shall not be performed or observed then in such case it shall be lawful for the landlord at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and then this tenancy agreement shall absolutely determine but without prejudice to any rights or remedies which may have accrued to either party against the other in respect of antecedent breach of any of the covenants herein contained.

6. Should the tenant desire to extend the period of the tenancy hereby created she shall give three months notice to the landlord of her intention. Such notice must be given within the period of the tenancy hereby created and the landlord shall be entitled to decline or accept the extension of this tenancy on such terms and conditions as he may deem proper.
7. This tenancy is determinable at the option of either party by giving 6 months notice to the other.
8. Any notice under this tenancy shall be in writing and any notice to the tenant shall be sufficiently served if left addressed to him in the demised premises or sent to him by registered post and any notice to the landlord shall be sufficiently served if sent to him by registered post.

**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day of the year and in the manner hereinafter appearing.

**SIGNED and DELIVERED** at Mbeya by the said

**DAUDI NICHOLAUS MBOGO** who is Known to me personally/ identified to Me by.....  
The latter being known to me Personally in my presence this 13<sup>th</sup> Day of May , 2020

Name of Witness MARIAMONICA MNYAZI  
Signature Mnyazi  
Address 11075 DAR-ES-SALAAM  
Qualification ADVOCATE



**SIGNED and DELIVERED** at Mbeya For and on behalf of the said **M/S JORDAN PEPENE COMPANY LIMITED** by **ABIGAELI M. NGOGO**

In his capacity as **DIRECTOR** who is known To me personally/ identified to me by .....  
The latter being known to me Personally in my presence this 13<sup>th</sup> Day of May , 2020

Name of Witness MARIAMONICA MNYAZI  
Signature Mnyazi  
Address 11075 DAR-ES-SALAAM  
Qualification ADVOCATE

