

## **TENANCY AGREEMENT**

THIS AGREEMENT is made on the July 1<sup>st</sup>, 2022

BETWEEN

**Ubungo Spinning Mill Ltd**, a limited company incorporated under the Companies Ordinance (Cap. 212) of Office Box Number 3835, Dar es Salaam, Tanzania ("LANDLORD") of the first part.

AND

**NUTRICOM FOOD & BEVERAGES COMPANY LIMITED.**, a limited liability company incorporated under the Companies Ordinance (Cap. 212) of 154908161., Tanzania ("TENANT") of the second part.

WHEREAS

The TENANT is desirous of acquiring from LANDLORD approximately 2400 Square meters warehouse space located in Plot 21/22 in Ubungo, Dar es Salaam ("demised premises") on rental basis for warehousing use.

NOW THEREFORE THIS AGREEMENT WITNESETH AS FOLLOWS:

1. This tenancy agreement is for a period of 2 years, commencing from July 1<sup>st</sup>, 2022 until June 30<sup>th</sup>, 2024 subject to renewal with rent review. Failure by TENANT to vacate demised premises by the termination date will result in a monthly penalty of twice the normal rent.
2. The monthly rent shall be USD 4,800.00 plus VAT.
3. The Tenant will deduct 10% withholding Tax and remit to TRA and payment receipt to be sent to landlord.
4. An advance payment of 6 months will be required by 1<sup>st</sup> July, 2022 and is strictly non-refundable. All other payments shall be made on the 1<sup>st</sup> day after every 6 months.
5. A minimum of 3 months written notice will be required if either party decides to terminate the agreement before the termination date. Failure to abide shall result in 3 month rental compensation. Any Rental payments received shall not be refundable.
6. A service charge of USD 1000.00 shall be paid to the Landlord at the beginning of every month.
7. This agreement is subject to force majeure by which is meant causes beyond our control such as war, invasion, civil disobedience, government orders, directives or restrictions or and such and similar causes whatsoever.

8. The TENANT covenants with the LANDLORD as follows:-

- a) To use the demised premises for purpose spelt out in the preamble to this agreement.
- b) To pay the reserved rent in the manner herein before provided.
- c) To not assign, sublet, charge or otherwise dispose of the demised premises before consent in writing of the LANDLORD is first sought and obtained.
- d) To allow the LANDLORD or any duly authorized agent times to enter upon the demised premises and inspect the condition of same at all reasonable times.
- e) To keep the exterior and the interior of the demised premises, including doors, windows, plumbing and electrical fittings and other fixtures and fittings, clean and in tenable repair, and to yield up the same at the determination of the tenancy.
- f) To compensate the LANDLORD for any damages or theft in the demised premises or the surrounding of the demised premises resulting from its business activity or negligence.
- g) To be responsible for and provide security to the demised premises, and cover insurance for all its assets stored therein against all kinds of risk. (No, claims whatsoever will be entertained by the LANDLORD).
- h) To ensure that the movement of trucks within the premises is during the working hours from 7.00 am to 7.00 pm only for security reasons unless working during night time.
- i) To ensure that the movement of personal and workforce is restricted to the demised premises only.
- j) To get prior written approval from LANDLORD before making any changes in the structure of the buildings and covering all cost related should approval be granted. The Tenant shall install all water lines, storage tanks and an extra pumping facility comprising of motor, pump and fitting as a standby facility in case of any mechanical fault on the existing pumping facility.
- k) To adhere to all Municipal, City and Country laws and requirements. (The LANDLORD is indemnified and shall not be responsible for any matter related to the TENANT's business activity).
- l) To provide necessary Government papers such as Certificate of Incorporation, Business license, TIN Certificate and other required papers which may be necessary during the tenure of the agreement.
- m) To pay for power consumed as per the meter reading. The landlord will issue a debit note for the above consumed.

9. The LANDLORD covenants with the TENANT as follows:-

- a) To pay for all property and land taxes and other outgoing in respect of the demised premises.
- b) To allow the TENANT, upon compliance with all terms and conditions herein stipulated, peaceful occupation of the demised premises during the currency of this agreement.
- c) The landlord will provide following free services.
  - a) Borehole Water for the use.
  - b) Sewerage services
  - c) Parking in front of the premises
  - d) Usage of canteen for workers for outsourced meal

10. In the event of any dispute arising out of this agreement, parties will use their best endeavor to have an amicable settlement, failing of which parties do hereby agree to refer the dispute to single Arbitrator to be appointed by the parties hereto. Failure to agree upon a single Arbitrator will allow any of the parties to apply to court.

IN WITNESS WHEREOF the parties hereto have set their hands to these presents the day and the year hereinafter appearing.

SEAL with the COMMON SEAL of  
Ubungo Spinning Mill Ltd and DELIVERED  
in the presence of us this 1<sup>st</sup> day of July 22.



Signature: [Signature]

Name: Barkat. Ladhani

Designation: Director

Signature: [Signature]

Name: Agnes Elikumala

Designation: Secretary

SEALED with the COMMON SEAL of Nutricom Food &  
Beverages Company Limited and DELIVERED in the  
presence of us this ..... day of .....



Signature: [Signature]

Name: YUGANDHAR BOMMAREDDY

Designation: DIRECTOR

Signature: [Signature]

Name: ERICK MPALLANO

Designation: COMPANY SECRETARY

BEFORE ME:

SIGNATURE: [Signature]

NAME: MICHAEL CHAHE

DESIGNATION: ADVOCATE

