

TENANCY AGREEMENT

This agreement is made on this 10 day of JUNE, 2022.

BETWEEN

Mr. Twilabhe Mabuga Nzinangwa natural persons, adults and a resident of Kifura, Kigoma Tanzania, of PO BOX..... (Hereinafter referred to as the LANDLORD) on one part.

AND

ELEMECH ENGINEERING (TANZANIA) LIMITED registered in Tanzania (hereinafter referred to as "the TENANT" on the other part).

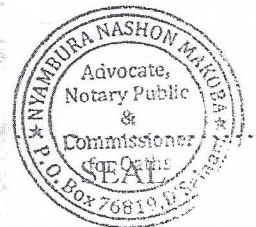
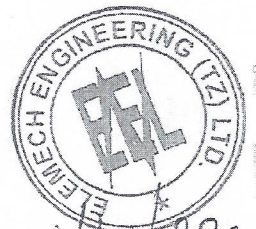
WHEREAS The landlords agree to lease their un-surveyed piece of land of measurements four (2) acres situated at Kifura village area, Ward Busagara, Kibondo District in Kigoma as it appears in the signed sketch by parties to this contract which forms part of this agreement

WHEREAS, The landlords agrees by signing this agreement he owned the leased piece of Land. (A letter of introductions of landlords by chairman of Kifaru WARD forms part of this Tenancy Agreement.

1<sup>ST</sup> Landlord Signature: [Signature]

1<sup>ST</sup> Director Signature: [Signature]

Drawn By: [Signature] Advocate Nyambura  
Signature: [Signature]



NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. RENT

a) The exclusive rent per month is Tanzania shillings One hundred Fifty thousand only (150,000/-), whereby the rent will be paid in two years period starting from the date of signing this agreement.

b) That all the payments for rent shall be deposited through A/C no: 51510024622 NMB bank, Twilabhe Mabuga Nzinangwa.

c) The rent herein above is not subject to revision.

2. TERM

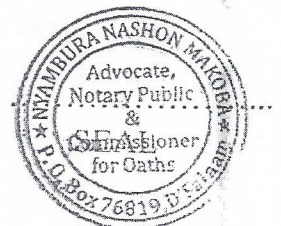
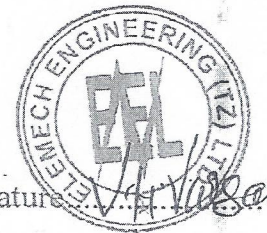
(i) The Landlord shall let with vacant possession and the tenant shall take the land let for a period three years from the date of this agreement. The tenancy created herein shall terminate or renewal without cost variation after the end of the three years.

(ii) That after expiration of this tenancy, the Tenant will not remove the Toilet, Kitchen and some of rooms which was developed during survival of this contract.

1<sup>ST</sup> Landlord Signature:.....

1<sup>ST</sup> Director Signature:.....

Drawn By: Mr. Advocate Nyambura  
Signature:.....



3. USED

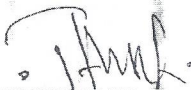
The land and the building thereon let shall be used as a temporally office, residential and storage yard concession. The yard will be electrified, fenced and spread with murrum for making stiff ground conditions suitable to construction activities.

4. DURING THE TENANCY HEREBY CREATED THE TANANT SHALL:

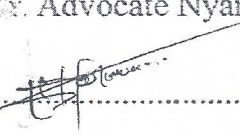
- a) Pay the rent payable hereunder at the time and in the manner aforesaid or as may be directed.
- b) Permit the landlord or his agent's at all reasonable times during the said tenancy upon giving reasonable notice with or without workmen or others to enter upon and examine the condition of the portion let.
- c) Not assign, sublet or otherwise part with possession of the said potion of land or any part thereof without the consent in writing of the landlord first had and obtained.

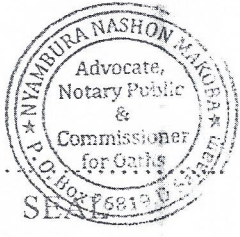
5. DURING THE TENANCY HEREBY CREATED THE LANDLORD SHALL:

- a) Allow the tenant to have unlimited access to the premises for the term agreed.
- b) To pay and discharge all rates and taxes or other outgoings in respect of the said portion of land let.
- c) Subject to the Tenant paying the rent payable hereunder and performing and observing the agreements stipulations and conditions herein contained or implied and on his part to be performed and observed allow the Tenant peaceably and quietly to process and enjoy the passion of land and the building there on let without any interruption from or by the landlord or any person rightly claiming from or under him.

1<sup>ST</sup> Landlord Signature:.....

1<sup>ST</sup> Director Signature:.....  


Drawn By: ~~Mr. Advocate Nyambura~~  
Signature:.....

  
Advocate,  
Notary Public  
&  
Commissioner  
for Gifts  
SEAL

6. GENERAL PROVISIONS

Any notice sent by registered post to the Tenants last known address shall be deemed to have been served within seven days of the date of posting.

7. TERMINATION:

a) If either part shall desire to terminate the term hereby create and shall give the other part three (3) Month Notice of such desire, thenor implied and on his part to be performed and observed allow the Tenant peaceably and quietly to process and enjoy the passion of land and the building there on let without any interruption from or by the landlord or any person rightly claiming from or under him.

6. GENERAL PROVISIONS

Any notice sent by registered post to the Tenants last known address shall be deemed to have been served within seven days of the date of posting.

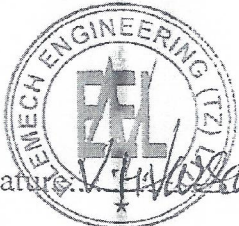
7. TERMINATION:

a) If either part shall desire to terminate the term hereby create and shall give the other part three (3) Month Notice of such desire, then immediately on the expiration of such Notice the present tenancy shall cease without prejudice to rights or remedies of either party against the other in respect of any antecedent breach of covenant if project is not completed

b) The tenant shall remove all its improvements carried out on the position let during the pendency of the tenancy upon expiry of the tenancy herein or completion of the project.


c) This contract is renewable after expiration of this contract.

1<sup>ST</sup> Landlord Signature: *[Handwritten Signature]*

1<sup>ST</sup> Director Signature: *[Handwritten Signature]*  


Drawn By: *[Handwritten Name]* Advocate Nyambura

Signature: *[Handwritten Signature]*





8. ARBITRATION

In the event of any dispute or differences arising out of or relating to this agreement the parties shall use their best endeavors to settle such disputes or differences amicably to this effect they shall consult and negotiate with each other in good faith and their understanding or their mutual interests to reach an equitable solution satisfactory to both parties. If they do not reach to a solution, in a period of three days then the disputes or differences shall be referred to single arbitrator in accordance with the arbitration ordinance and court will be last resort.

I WITNES WHEREOF the parties hereto have executed these and present in the presence of their witnesses and the Tenants seal is affixed hereto:

SWORN at KANKANKO-KIGOMA by the said ~~W. LASHI, N. KABUSA, T. UGUA~~ who is known to me personally/identified to me by ~~KALUHA CLEMENTI D. D. D. D.~~ the later being known to me personally this ..... 10 ..... day of JUNE ..... 2022


*[Handwritten Signature]*  
LANDLORD  
  


**WITNESS:**  
(Name)..... SALUMU AUSSENI  
(Signature)..... AUSSENI  
(Postal address).....  
(Qualification)..... SARAFI

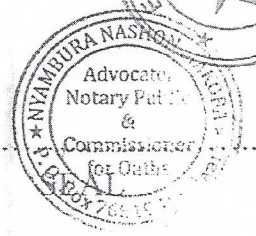
**BEFORE ME:**  
(Name)..... W. LASHI, N. KABUSA, T. UGUA  
(Signature)..... [Signature]  
(Postal address)..... PO BOX 76819 DSM  
(Qualification) **COMMISSIONER FOR OATHS**

  
SEAL

1<sup>ST</sup> Landlord Signature: *[Signature]*

1<sup>ST</sup> Director Signature: *[Signature]*  


Drawn By: Advocate Nyambura  
Signature: *[Signature]*





SEALED at KAKONKA-KIGOMA with the common seal ELEMTECH ENGINEERING (TANZANIA)

LIMITED in my presence this 10 day of JUNE 2022

V. H. Varsani

COMPANY SEAL(TENANT)

**AUTHORIZED:**

(Name) Vinod H. Varsani  
(Signature) V. H. Varsani  
(Postal address) ee.varsani111@gmail.com  
(Qualification) PROJECT MANAGER

**BEFORE ME:**

(Name) NYAMBURA NASHON MAKOLA  
(Signature) [Signature]  
(Postal address) 75819 DSM  
(Qualification) COMMISSIONER FOR OATHS

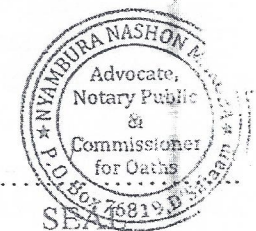


1<sup>ST</sup> Landlord Signature: [Signature]

1<sup>ST</sup> Director Signature: V. H. Varsani

Drawn By: Advocate Nyambura

Signature: [Signature]





IFISA NIENDA, M  
KIJUJI CHA KIFURA  
KIRIONDO

OFISI YA KIJUJI CHA KIFURA,  
S.L.P 135,  
KIRIONDO.

10/06/2022.

ELEME CH Engineering  
Ltd. DSM  
P.O. Box 1868 Mombasa

TWILABHE  
MABUKA  
NZINANGWA

NDG.....

YAH: UTAMBULISHO VIA NDUGU

Husika na mtajwa hapo juu,

Mtajwa hapo juu mwenye afama ya picha, namba ..... ambako kua ni mteja halali wa kitongoji

cha KIBAMBO kiji cha KIFURA BUSACCARA  
MMILIKI WA ENEO UKUBWA HEKALI OR, MIAA WA KIRAMBO

Aidha tangu tayo namista kwako kwa shaka  
yake, ya kumtambulisha kwako na kumalibitisha -  
kwa kuwa ni mteja mwenye afama katika jani na kiji  
kwa ujuzi. Naomba umpokee na kumpata  
ushirikiano pia yeye mwenyene amehud. kamba  
ushirikiano katika suala zima la Eneo lililotolewa kutwa -  
kodiha pia ofisi inathibitisha kama ni Mali yake halali.  
Naomba umpokee na kumalibitisha shaka yake.

Natanguiza shaka yake

[Signature]

KATUNZI CLEMENS

WELI KIFURA

07-5542333

IFISA NIENDA, M  
KIJUJI CHA KIFURA  
KIRIONDO

Certified True Copy of the Original  
Sign: [Signature] Date: 10/06/2022  
NYAMBUA NASHON MAMODA  
Advocate, Notary  
Public & Commissioner for Oaths

NAKALA:

- TWILABHE MABUKA - Mmiliki wa Eneo
- Rejea Makubaliano yako na Kampuni ambayo unakodisha
- ..... lako.