

# TENANCY AGREEMENT

THIS TENANCY AGREEMENT (the Agreement) is made this...<sup>25th</sup>.....day of  
...<sup>December</sup>.....2014.

## BETWEEN

**Dr. NAKOMOLWA GERSON MPATWA**, holder of passport/ID card number: AB084090, having permanent address of P.O Box 5745, Dar es Salaam.  
(herein after referred to as "the Lessor")

## AND

**VIETTEL TANZANIA LIMITED**, a company duly incorporated under the law of Tanzania, having its head office located on the 2nd Floor, GEPF House, Plot No. 37 Ali Hassan Mwinyi Road, P.O.Box 34716, Dar es Salaam, Tanzania, represented by Mr. Nguyen Thanh Quang – Managing Director.  
(herein after referred to as "the Lessee")

The Lessor and the Lessee are herein referred individually to as "the Party" and collectively to as "the Parties".

## WHEREAS:

- (i) The Lessor is the lawful owner of the premises on Plot 210 Lukuledi Street, Regent Estate, Kinondoni, Dar es Salaam (herein after referred to as "the demised premises") and is desirous of leasing the same to the Lessee.
- (ii) The Lessee is desirous of renting the premises from the Lessor on the terms and conditions contained in this agreement.


## THE AGREEMENT WITNESSETH AS FOLLOWS:

### Article 1: Scope of the Agreement

The Lessor shall lease to the Lessee and the Lessee shall rent from the Lessor the premises aforementioned located on Plot 210 Lukuledi Street, Regent Estate, Kinondoni, Dar es Salaam as follow:

- The 2 existing houses.
- The plot measuring: as Title Deed
- The building to be constructed by the Lessee will be used for the following purposes:
  - Office;
  - Housing;
  - Storage of materials, equipment, goods;
  - Other lawful purposes for business activities of the Lessee subject to prior written consent of Lessor.

### Article 2: Term of the Agreement

- (a) The period of this tenancy Agreement is twenty (20) years with effect from the 1<sup>st</sup> day of January, year 2015 up to 31<sup>st</sup> day of December, year 2034
- (b) It is agreed by both parties that the Lessee shall undertake to construct a building/house on the plot measuring maximum of 600 square meters on the Lessee's design. 

(c) The Agreement will be automatically renewed on the same terms and conditions if neither party notifies the other of its intention to terminate the Agreement as stated in Article 5.3 of this Agreement.

### Article 3: Rental and schedule of payment

#### 1. Rental

(a). The Rental is : \$2,200 /month (In words: United State Dollars Two thousand two hundred)

(b). The above rent includes all taxes/fees levied by existing Tanzanian laws on leases. This amount excludes charges for electricity, water, telephone, security, garbage collection and other consumable items by the Lessee. These shall be directly paid by the Lessee to the relevant agencies.

(c). The Lessee shall deduct and directly pay withholding tax from the amount of rent due under the current regulations to the Competent Authority.

(d). The Lessor shall pay stamp duty and all other taxes, charges and other obligations for the plot excluding the property tax.

(e). The Lessor shall provide the Lessee a receipt for each payment made out to the Lessee's address with full information of the Lessor.

#### 2. Payment schedule

The first payment is for 5 years payable in advance. Subsequent payments shall be made every three years as per schedule in Annex 2.

The first payment shall be made within 30 days from the effective date of the Agreement against presentation of a handover memorandum between two parties.

#### 3. Payment mode

Payment mode	<input type="checkbox"/> Bank transfer	<input type="checkbox"/> Cheque
Beneficiary	Full name	Asenath and Nakomolwa G. Mpawa
	Bank	CRDB Bank
	Account number	To be provided later by official letter signed by the Lessor
	SWIFT	To be provided later by official letter signed by the Lessor

### Article 4: Responsibilities of the Parties

1. The Lessor commits that he is the lawful owner of the demised premise and that it is free from any dispute or third party claims.


2. It is agreed by both parties that the Lessee shall construct a building in the demised premise with the Lessee's design subject to acquisition of relevant permits and approvals.

3. All issues and logistics of construction should be in accordance with the standards governed by competent national authorities and the City Council By-Laws. The building permit for construction shall be obtained by the Lessee with the assistance of the Lessor.

4. All costs and fees required for construction shall be paid by the Lessee.

5. The Lessee shall pay and discharge separately, sewage, electricity and security charges attributable to usage and charge for power and water used or consumed in the rented premises from the date he takes possession to the date he hands over the premise.
6. The Lessee shall keep the rented premises in tenantable repair and keep the surroundings in a clean and sanitary condition in accordance with Tanzania laws and city by – laws currently in force or as amended from time to time.
7. The Lessee shall not take, keep, place or store any dangerous materials on the premises which may damage or harm the premises.
8. The Lessee shall not do or permit to be done upon the premises anything which may be or become a nuisance, annoyance or inconvenience to be Lessor or neighbours.
9. The Lessee is entitled to use all interior furniture and/or equipment in demised premise as detailed in Annex 1. If there is any damage in the cause of using the equipment, the Lessee shall be responsible for repair or replacement. However, the Lessee shall not replace any used furniture and/or equipment when handing over the demised premise to the Lessor.
10. The Lessee shall not assign or sublet the premises.
11. The Lessee shall keep and maintain in good and tenantable repair and conditions the premises if the Lessor so requires.
12. The Lessee shall build a fence around the demised premise and open the gate for his building by himself.
13. The Lessor shall hand over the demised premise to the Lessee and other facilities in good and usable conditions without any interference or interruption from either the Lessor or any third parties to the legal producing and business activities of the Lessee.
14. The Lessor or his representatives shall have the right to enter and inspect the premise upon the notification to the Lessee.

#### **Article 5 : Liquidated damages and termination of the Agreement**

- 1 When a Party breaches the Agreement due to default of a party ("Defaulting Party") the Non-defaulting Party shall send written notification to the Defaulting Party and request to recover any damages from such breaches no later than 15 days from the date of sending the afore-said notification.
- 2 If the Defaulting Party fails to remedy the breach within the time limit specified in the notification, the Non-defaulting Party may unilaterally terminate this Agreement and recover its properties without any compensation for damages caused by this termination. However, the Defaulting Party must compensate all the damages caused by its violation.
- 3 Within 60 days before expiration of the Agreement, if either Party shall notify the other Party about its desire not to renew the Agreement, the Agreement will be terminated on the expiry date.
- 4 If the Lessor unilaterally terminates the Agreement, he shall send written notification of not less than 6 months to the Lessee. In that case, the Lessor shall compensate the Lessee for amount of costs of building, reforming and repairing the leased premise based on an independent valuation and refund the Lessee for the advance-paid monthly rents (if any). Fee for the valuation will be paid by the Lessor. 

5 The Lessee shall have the right to terminate the Agreement before the expiry date provided the Lessee pays compensation to the Lessor for any demolished buildings based on an independent valuation. Fees for the valuation will be paid by the Lessee. The Lessee shall notify the Lessor in writing of its desire to terminate the Agreement at least 6 months prior to the intended termination date.

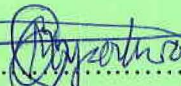
**Article 6: Dispute settlement**

In case of any dispute or disputes between the Lessor and the Lessee on the Agreement or any clause herein contained, the same shall be settled amicably by the parties. If no settlement shall be reached, the same shall be referred to two (2) arbitrators of the parties' choice who shall deal with dispute or disputes in accordance with the provisions of the Arbitration Act, Cap. 15 of the Laws of Tanzania Revised Edition, 2002 currently in force in the United Republic of Tanzania. Any party aggrieved by the decision of the Arbitrators may file a suit in Court.



**Article 7: General terms**

1. This Agreement shall be governed by the laws of the United Republic of Tanzania.
2. All alterations and amendments to this Agreement shall be made in writing by both Parties.
3. This Agreement shall be binding on and valid to concerning Parties as well as any successor entitled of their rights and obligations as provided in the present Agreement.
4. This Agreement is made in four (04) originals with the same legal value. The Lessor shall keep one (01) original, the Lessee shall keep three (03) originals.

SIGNED and DELIVERED by NAKOMOLWA GERSON MPATWA who is known to me ) personally in my presence this.....) day of .....2014) Signature ..... Postal Address P.O Box.....

  
.....  
For LESSOR

Qualification.....  
SIGNED and DELIVERED at Dar es Salaam) by the said.....) .....duly authorized to sign) who known to me personally/identified ) to me by.....) the later being known to me personally in) my presence this.....day of.....2014 ) Signature ..... Postal Address P.O Box .....

  
.....  
For VIETTEL TANZANIA LIMITED 

Qualification.....

**ANNEX 1**  
**CHECKING MINUTES**  
**HANDED OVER EQUIPMENTS AND FURNITURES**

No.	Description	Quantity	Used years	Status
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				

LESSOR

  
NAKOMOLWA GERSON MPATWA

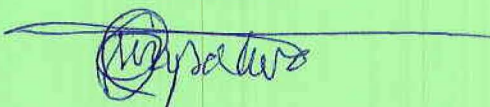
LESSEE



**ANNEX 2**  
**PAYMENT SCHEDULE**

No.	Description	Quantity	DATE
1	FIRST PAYMENT	5 YEARS	23/01/2015
2	SECOND PAYMENT	3 YEARS	23/01/2020
3	THIRD PAYMENT	3 YEARS	23/01/2023
4	FOURTH PAYMENT	3 YEARS	23/01/2026
5	FIFTH PAYMENT	3 YEARS	23/01/2029
6	SIXTH PAYMENT	3 YEARS	23/01/2032

**LESSOR**

  
NAKOMOLWA GERSON MPATWA

**LESSEE**

