

TENANCY AGREEMENT
DATED THIS 01st MARCH 2023

BETWEEN

MR.
AHMED SAID ABDALLAH
(LANDLORD)

AND

SABA TRANSPORT CO. LIMITED
(TENANT)

***IN RESPECT OF PREMISES LOCATED ON
PLOT NO. 125, REGENT ESTATE, KINONDONI
DAR ES SALAAM..***

DRAWN BY:
M/S AHMED SAID ABDALLAH
MSIMBAZI , KARIAKOO,
P.O. BOX 14836
DAR ES SALAAM.

TENANCY AGREEMENT

THIS TENANCY AGREEMENT IS MADE THIS **01st DAY OF MARCH 2023**

BETWEEN

MR. AHMED SAID ABDALLAH of Post Office Box 14836, Dar es Salaam (hereinafter called the "Landlord" which expression shall where the context so admits include his assigns, and successors,) of the one part;

AND

SABA TRANSPORT CO. LIMITED of Post Office Box ..., Dar es Salaam (hereinafter called the "Tenant" which expression shall where the context so admits include his assigns and successors) of the other part;

WHEREAS the Landlord is the beneficial registered owner of premises located on **Plot No. 125, Regent Estate , Kinondoni District** within the City of Dar es salaam together (hereinafter called "the demised premises") ;

WHEREAS the Tenant desirous of renting and Landlord is willing to rent the demised premises to the Tenant on the terms and conditions hereinafter:

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. That the Landlord does hereby agree to rent the demised premises to the Tenant for a period of **THREE YEARS** commencing on the **01st MARCH 2023** to **28th FEBRUARY 2026**.
2. That the monthly rent shall be Tanzania Shillings Five Hundred Thousand Only (**Tsh500,000/=**), exclusive of taxes, payable every six months in advance, which is **Tanzania Shillings Three Million Only (Tsh3,000,000/=)**
 2. (i) It is mutually agreed that, while making the payment in respect of the agreed rent, the Tenant shall deduct 10% of the rent payable as **Withholding Tax** and remit the deducted amount to Tanzania Revenue Authority as required by the law.

3. The Tenant Hereby Covenants with the Landlord as follows:

- 3.1 To use and occupy the demised premises solely and exclusively for commercial purposes only;

- 3.2 To bear, pay and discharge all charges for water sewage charges and electricity consumed on the demised premises and for all telephone charges, if any located on the premises;
- 3.3 To permit the Landlord or his agents, at all material times of the day upon Notice to the Tenant to enter upon the demised premises, for purposes of inspecting the conditions of the demised premises;
- 3.4 At all times to keep the interior of the demised premises and appurtenances thereof in good and substantial repair and condition throughout the said term;
- 3.5 **NOT** to assign or sublet the whole or any part of the demised premises without prior written consent of the Landlord;
- 3.6 **NOT** to suffer on the demised premises or any part thereof any act or matter of thing whatsoever which may be or may cause annoyance or nuisance to neighbours or occupiers of adjoining premises;
- 3.7 **NOT** to cut shade/fruits trees surroundings the demised premises
- 3.8 To yield up the demised premises at the expiration or sooner after determination of the said term in accordance with the several covenants hereinbefore contained.
- 3.9 **NOT** to store or bring to the demised premises any article of especially combustible, inflammable or dangerous nature and to comply with all recommendations of fire authorities as to take fire precautions to relating to the demised premises.
- 3.10 When executing this agreement, to submit to the landlord a copy of any identity issued by recognised government authority for recognition and identification reason. E.g. National identity Card, Passport Etc.
- 3.11 Timely and effective rental payment to the land lord in the Bank account or any other mode as provide by the Land Lord.

4. 0. The LANDLORD HEREBY COVENANTS with the TENANT as follows:

- 4.1. While the lease is in force, not to dispose of any part or the whole of the demised premises without prior notice to the Tenant.

- 4.2. To pay all land rents and rates which are charged or chargeable in respect of the demised premises.
- 4.3. To carry out all major structural repairs.
- 4.5. That the upon paying the rent hereby reserved and obeying and performing the several covenants and stipulations made herein on his part, to allow the Tenant to **PEACEABLY OCCUPY AND ENJOY** the use of the demised premises during the said term without any interference by the Landlord or his servants and assigns.
- 4.6. Upon cessation or termination of the lease term herein created, the Tenant shall repair to the Landlord's satisfaction and make good all the spots, holes and breakage which occurred to the demised premises during his occupation of the same.

5.0. BOTH THE LANDLORD AND THE TENANT HEREBY AGREE AS FOLLOWS:

- 5.1. That prior to entering in or the renewal or termination of the lease, the demised premises shall be subject to a joint inspection and verification to determine the condition thereof and the expected normal wear and tear beyond which would be on the Tenant's account. For avoidance of doubt, such inspection and verification shall be done jointly by both the Landlord and the Tenant and shall be signed prior to entering in and at the time of vacating the demised premises.
- 5.2. Intention to renew, terminate or extend the lease shall be determined by either party giving a three month's notice in ANY written form before expiry of the lease and such notice shall be binding.
- 5.3. Any notice under this lease shall be in writing and shall be sufficiently served if addressed to the Landlord or Tenant as the case may be and delivered by dispatch or sent by registered post to either party via the respective postal addresses shown above.
- 5.4. That this agreement has been entered to in good understanding between the parties and any dispute arising out of it shall be settled any competent authority with power to settle matters of Land disputes.
- 5.5. This agreement shall be governed by the Laws of Tanzania.

IN WITNESS THEREOF, the parties have put their hands on the dates and in the manner hereinafter appearing.

SIGNED and DELIVERED at
Dar es Salaam by the said **MR.**
AHMED SAID ABDALLAH

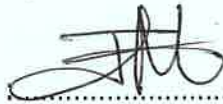

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LANDLORD

in presence this 01st day of March 2023

BEFORE ME:

NAME : IRENE M. MAIRA

SIGNATURE



POSTAL ADDRESS : P.O BOX 2886, DAR ES SALAAM

QUALIFICATION : ADVOCATE NOTARY PUBLIC & COMMISSIONER FOR OATHS



Sealed with the common seal of the said
SABA TRANSPORT CO. LIMITED and Delivered at
Dar es Salaam, in my presence on
this 01st day of March 2023

SABA TRANSPORT CO. LIMITED
P.O. BOX 9763
DAR ES SALAAM.

.....
SEAL

WITNESS TO THE SEAL: NAME:

Zuhair Jamal Ahmad
.....

SIGNATURE



POSTAL ADDRESS

QUALIFICATION

CHAIRMAN
.....

Drawn by

Ahmed Said Abdallah
P.O. Box 14836
Dar es Salaam