

TENANCY AGREEMENT

This agreement is made this **1st** day of **January 2024**

BY AND BETWEEN

ATHUMAN IDD MAKERA who is a private person of Mobile phone number 0622-202100, Singida Tanzania hereinafter referred to as **LANDLORD** which expression includes his heirs and assigns on one hand;

AND

MASWAY TANZANIA LIMITED which is a Private Limited Liability Company duly incorporated under the Companies Act, Cap. 212 of Post Office Box 893 SINGIDA, with hereinafter referred to as a **TENANT** which expression includes his successors in title and assigns on the other hand;

WHEREAS the **LANDLORD** is an owner of an office space contained at Plot No 354 & 356 UNYAKUMI area, SINGIDA Municipality) situate hereinafter referred to as **DEMISED PREMISES**,

AND WHEREAS the **LANDLORD** out of his own free and voluntary consent is desirous of letting the **DEMISED PREMISES** to the **TENANT**;

AND WHEREAS both the **LANDLORD** and **TENANT** are willing to be irrevocably bound by the terms and conditions of the tenancy;

NOW THEREFORE this **AGREEMENT** witnesses as follows:

CREATION OF TENANCY

1. **THAT** the **LANDLORD** shall let the **DEMISED PREMISES** and the **TENANT** shall take and accept the tenancy in state of "as is" ;

DESCRIPTION OF THE DEMISED PREMISES

2. **DEMISED PREMISES** comprises of a store with an annexed office

TENANCY DURATION/TERM

3. That the term/duration/life of tenancy is Sixty months (FIVE (5) YEARS) commencing on **1st January 2024** to **31st December 2029** and such term is renewable.

LANDLORD

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NOTICE

4. (a) Either party may terminate the tenancy by serving upon the other party one month notice of intention to terminate the tenancy.
- (b) Notice must be in writing and communicated to the other party either electronically or by registered post of the addressee.

RENT

5. (a) That **RENT** is TZS **Three hundred thousand (=300,000/=) per month**, to be paid upfront for Sixty (60) months (five (5) years) ahead upon the execution of this tenancy, that is, total of **TZS =18,000,000/=** (Eighteen Million) only as rent from **1st January 2024 to 31st December 2029**.

6. **COVENANTS BINDING UPON THE TENANT AND LANDLORD** THAT the **TENANT** shall shoulder the utility bills of water in account number, garbage, gas, electricity in meter number and cable television during tenancy term;

7. COVENANTS BINDING UPON THE TENANT

- (a) That the **TENANT** agrees to keep the premises in good order during the term of the tenancy
- (b) That the **TENANT** shall advise the **LANDLORD** of any needed repairs or maintenance reasonably expected during the tenancy term.
- (c) That **TENANT** does not have right to repair the house. Tenant has to desist from poking holes on the walls to the house or making any coating/painting.
- (d) **TENANT** shall be responsible for such damage or loss has resulted from his own misuse, waste or neglect.
- (e) That the **TENANT** shall not keep or have in on the house any article or thing of a dangerous, flammable or explosive nature that might be pronounced "hazardous".

RIGHT OF LANDLORD AND WORKMEN TO ENTER DEMISED PREMISES

8. **THAT** the **LANDLORD** on furnishing notice to the **TENANT** he may enter the **DEMISED PREMISES** for inspecting them. **LANDLORD** as well with **TENANT'S** notice may allow workmen to enter the **DEMISED PREMISES** for the purpose of effecting repairs therein;

PURPOSE OF TENANCY

9. **THAT** the purpose for which this tenancy is created is **COMMERCIAL** only;

TENANT NOT TO SUBLET OR CHARGE DEMISED PREMISES.

10. **THAT** the **TENANT** has no mandate to sublease, mortgage, charge or pawn the **DEMISED PREMISES** without the written authorization of the **LANDLORD**;

LANDLORD

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DELIVERY OF VACANT POSSESSION

11. THAT on the expiration of the tenancy (if the **TENANT** did not renew or failed/refused/neglected to pay rent) the **TENANT** shall yield and deliver the vacant possession of the **DEMISED PREMISES** to the **LANDLORD**;

12. **FORCE MAJEURE (ACT OF GOD)**

That neither party shall be liable or responsible for any act or omission that is beyond control of human beings or a misfortune that human being cannot foresee/control its happening like floods, earthquake, volcanoes, civil commotion, thunderstorm or lighting. However both parties shall take maximum precautions/measures to avert or minimize the consequences associated with effects of acts of God.

IN WITNESS WHEREOF the **PARTIES** to this **TENANCY** have caused this **AGREEMENT** to be executed in the manner hereinafter appearing:

STAMPED and DELIVERED at Dar es Salaam by the said **ATHUMAN IDD MAKERA** who is known to me this 1st day of January 2024
Athuman
LANDLORD

IN WITNESS OF

Name : JOSEPH PIUS ASSENGA
Signature : [Signature]
Qualification : **COMMISSIONER FOR OATHS**
Address : P.O. BOX 70631 DAR ES SALAAM



SEALED and DELIVERED at Dar es Salaam by Common Seal of **MASWAY TANZANIA LIMITED** in the presence of Mr. _____ (Director) this 1st day of January 2024
Athuman
TENANT

IN WITNESS OF

Name : JOSEPH PIUS ASSENGA
Signature : [Signature]
Qualification : **COMMISSIONER FOR OATHS**
Address : P.O. BOX 70631 DAR ES SALAAM





*** START OF LEGAL RECEIPT ***

NOVELTY ADVOCATES
P. O BOX 21742, DAR ES SALAAM
NKURUMAH RAILWAY STREET
PLOT NO. 170 BLOCK NO. 408/29

TEL: 0754 308383

TIN: 121798131

URN: 40028882T

SERIAL NUMBER: 02TZ114685

UIN: 01DP05-10927293012179813102TZ114685

TAX OFFICE: ILALA

CUSTOMER NAME:	MASWAY T LIMITED
CUSTOMER ID TYPE:	TIN
CUSTOMER ID:	155534796
CUSTOMER ADDRESS:	SINGIDA

RECEIPT NUMBER 00004155

ZNO: 0001/1705

RECEIPT DATE: 30-09-2024 TIME: 09:09:49

ATTESTATION 1x20,000.00 20,000.00 A

TOTAL EXCLUSIVE OF TAX
16,949.15

VAT A-18% 3,050.85

TOTAL TAX 3,050.85

TOTAL INCLUSIVE OF TAX
20,000.00

CASH	20,000.00
CHANGE	0.00

RECEIPT VERIFICATION CODE
5D034A4155



*** END OF LEGAL RECEIPT ***