

## TENANCY AGREEMENT

This Tenancy Agreement is made this 25..... day of April....., 2024.

### BETWEEN

**GEORGE SEMKIWA BARABARA** natural person of P.O.Box..... Dar es Salaam and TIN 116-288-192 (hereinafter called "the Lessor") of the one part,

### AND

**AHADI MOTORS CO. LTD** a body corporate duly registered in Tanzania of P.O Box, Dar es Salaam and TIN 156-242-683 hereinafter called "the Lessee") of the other part.

### WHEREAS:

- A. The Lessor is the owner of the parcel of Land known as Plot No.1780, together with the storage facilities (s) and improvements thereof along Mbagala-Sabasaba Street, Temeke -Dar es Salaam.
- B. The Lessor is desirous of letting the premises to the Lessee on terms and conditions stipulated in this Agreement, the lessor guarantee the lessee that the land belong to him and no one else, and there are no any encumbrances, apart from that the lessee after paying the rent has to enjoy his fruits without disturbance from anyone.
- C. The Lessee requires the demised premises for running business services, which include trading, garage, manufacturing and other business which are legally and which initiated by following proper procedures, apart from that the Lessor shall not be responsible in anyhow and the lessee shall bear the consequences to the concerned office.
- D. That, it is known by both parties that the title deed is going to be elapsed 11<sup>th</sup> December 2024, therefore within one month where the lessor will be doing modifications he has to make sure that the title deed is renewed, otherwise the Lessee shall not make the second installment of sixty-four million (64,000,000/=) until the title deed is renewed, in that regard once the first installment of 45,000,000/= has been paid immediately the lessor has to start the process before 27<sup>th</sup> April 2024
- E. That concerning the title deed, that it was for agricultural purpose this is the

issue of the ministry, and the reason is by that time in 1991, when the title deed was issued by the ministry (Mbagala) it was a village so for now automatically as far as the renewal is concerned the purpose will probably change to business use, and this does not affect in anyhow the agreement between the Lessor and Lessee, otherwise the lessor shall be responsible if there is any consequence thereto.

**NOW THIS AGREEMENT WITNESSETH as follows: -**

1. The Lessor hereby demises unto the Lessee all that part of the premises KNOWN AS Plot No.1780 along Mbagala-Sabasaba Street, Temeke -Dar es Salaam(hereinafter called "the Demised Premises") TO HOLD the same for operation of business services as stipulated above subject to the provisions of clause.

a) The rent shall be nine million Tshs. 9,000,000/= per month payable, and for the purpose of this contract the rent paid is 108,000,000/= for one year.

b) But it shall be noted that, for the purpose of this contract both parties agreed that the contract is for five years but the rent shall be paid for one-year term commencing from 25th April 2024, of which it is agreed that time for payment for the renewal of the contract shall be from 25th April to 10th May in every year. And upon payment of the rent then the contract is renewed automatically, and nonpayment means the contract is terminated automatically thereto and if it occurs the lessor wanted to dispose the demised premise in terms of sale, The Lessor shall be responsible to give one-month notice to the Lessee, and Lessee shall have the right to stay for three month including one-month notice without paying and cost incurred for construction shall be returned to the Lessee.

**PROVIDED THAT,** the cost for construction shall be returned to the lessee by reducing 20% of the cost for each year at the occurrence of that situation and the time as such, and the jurisprudential behind was that at that time the lessee will also be benefited by using the demised premise

11/★

- c) The amount agreed above is inclusive of 10% withholding tax as per the laws of the country to mean that 10% shall be paid by the lessor and the lessee shall pay 1% of the stamp duty.
- d) upon agreed of this term herein, all people who living in the demised premise within 30 days those people shall vacate the premise, after payment of the agreed rent, and for the purpose of this contract is 27<sup>th</sup> day of April 2024.
- e) The rent shall be paid in account Number,0152799855300-CRDB in the name of EMMANUEL GEORGE BARABARA, that is to say 64,000,000/=, that means 6,000,000/= was deducted from withholding tax, and 4,800,000/=, shall be deducted in the next year of renting period as the amount remained from withholding tax, and (Tsh. 38,000,000/=) shall be paid in cash to facilitate the modifications.
- f) That today 27<sup>th</sup> May 2024, when parties sign this contract lessee shall pay five million(5,000,000/=), and upon accomplishment of official search report the lessee shall pay forty million, (40,000,000/=) which is 30<sup>th</sup> March 2024, after that paragraph 1(e) and 2(d)(ii) shall be complied with.
- g) But again 7,000,000/= was borrowed by the lessor from the lessee for the construction of the wall and it shall be deducted in the next coming year of renting period.
- h) In that regard total cash which shall be paid to the lessor shall be 45,000,000/= to mean that 38,000,000/= first installment for rent and 7,000,000/= as borrowed money from the Lessee.

2. The Lessee hereby covenants with the Lessor as follows:

- a) To pay during the term of the tenancy the said rent hereinbefore reserved and punctually on the days and in the manner aforesaid without any deductions save for the deductions which are legally permissible and which are specified in this Agreement.
- b) To have the requisite permits from the relevant authorities permitting and allow the responsible authorities such as DAWASA or TANESCO, the lessor also permitted the lessee to drill a mill but by following proper procedure from concerned authority.

MOTC

P.O. I

DAR-

- c) To comply with the requirements of the City Council as to collection of refuse by observing all the city, Municipal, District Health Regulations which include but are not limited to the removal from the premises of all waste materials arising from acts or omissions of the Lessee such as peelings, food residuals and any such refuses which may result from the operation of the Restaurant or as may be required by such city, municipal, District health regulations.
- d) To paint at the instruction of the Lessee, (if necessary) at the commencement of this agreement the interior and exterior of the demised premises and all additional structures erected on the demised premises.
- i. The Lessee shall be responsible for the general cleaning of the whole of the demised premises and the lessor is responsible for wall construction with block, 3 meters on height.
  - ii. And it shall be noted that on the said forty-five million (45,000,000/=) which is paid in cash, as stipulated in paragraph 1(e) above, Lessee added seven million (7,000,000/=), from 45,000,000/= which was paid in cash, which shall be deducted on the next year of renting period.
  - iii. That means instead of paying 108,000,000 then the lessee shall pay 96,200,000/= due to the remaining balance of 7,000,000/= for wall construction and 4,800,000/= the remaining amount which remained from withholding Tax.
  - iv. To permit the Lessor or its agents with or without workmen at all reasonable times of the day not less than three days after previous written notice addressed to the Lessee (or immediately in case of need) to enter upon the premises and examine the state and condition thereof and carry out repairs and other works in accordance with the Lessor's covenants hereinafter contained, or in the case of any defect or want of repair falling within the Lessee's covenants to give two weeks' notice in writing to the Lessee to repair such defects or want of repair subject to the relevant clause(s) of this Agreement.
- e) To keep on the demised premises proper receptacles sufficient for the collection of all refuse and to ensure that the same are properly and regularly emptied and cleared.
- f) Not to place advertisements or exhibit on the demised premises any notice,

S (T)

ix 3379

S-SALAP

nameplate or advertisement, which are not related to the Lessee's business without the written consent of the Lessor which consent shall not be unreasonably withheld.

g) To pay, bills and discharge all charges for electricity and DAWASA water used or consumed by the Lessee directly to the government in the respective demised premise.

3. The Lessor covenants with the Lessee as follows:

i. That the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for it;

**4. PROVIDED ALWAYS AND it is hereby agreed that:**

a) The rent hereby TShs. 9,000,000/= per month (commencing from ....25.../.....04..../2024 shall be subject to review after the expiration of the period of this contract, which is ...25.../...04. /2029.


5. In the event the Lessee ceases to occupy the premises, for a period exceeding three months, from except with the previous consent in writing of the Lessor may subject to the provisions of any written Law for the time being in force re-enter upon the premises and immediately terminate the tenancy.

6. The Lessor takes no responsibility for any loss, theft or damage whatsoever occurring or befalling the Lessee or its Clients.

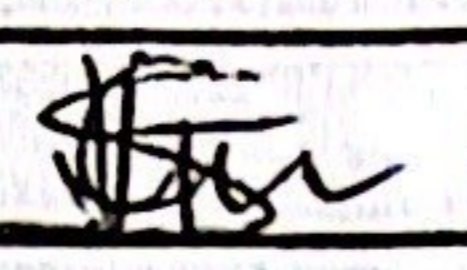
7. Upon signing of this contract the Lessor shall submit to the lessee a certified copy of the title deed of the demised premise, copy of drawing, and municipal search just for assurance that this land belong to the lessor and not someone else, and the lessee should not use the same for the security of the loan or anything else without permission from the lessor, and subletting the premise is strictly prohibited unless with the permission from lessor.

IN WITNESS WHERE OF the Lessor and the Lessee have duly executed these the manner and on the respective dates hereinafter appearing -

SIGNED and DELIVERED by the  
said **GEORGE SEMKIWA BARABARA**  
in my presence this...25..... day  
of .....April....., 2024

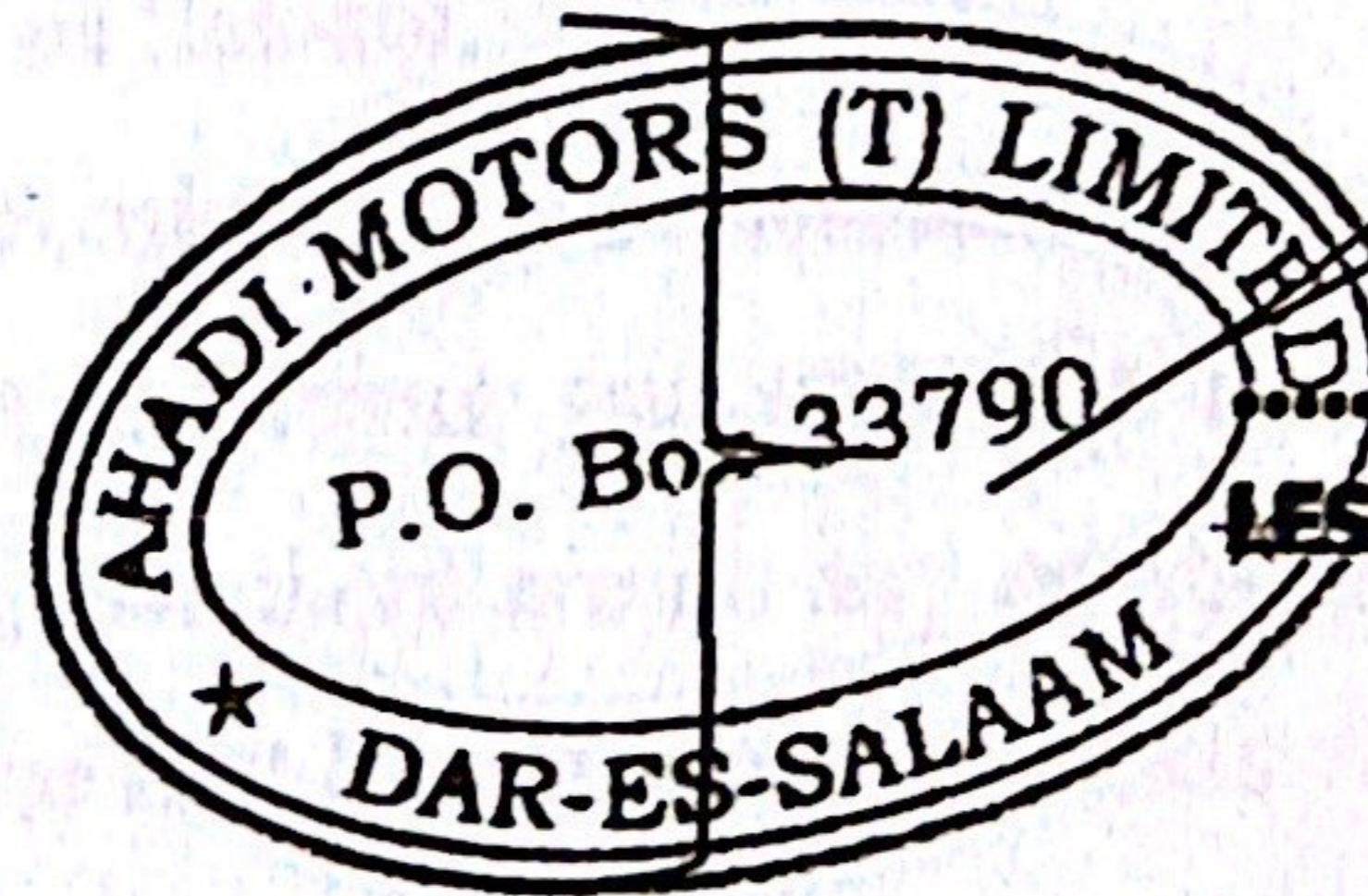
  
.....  
**LESSOR'S SEAL**

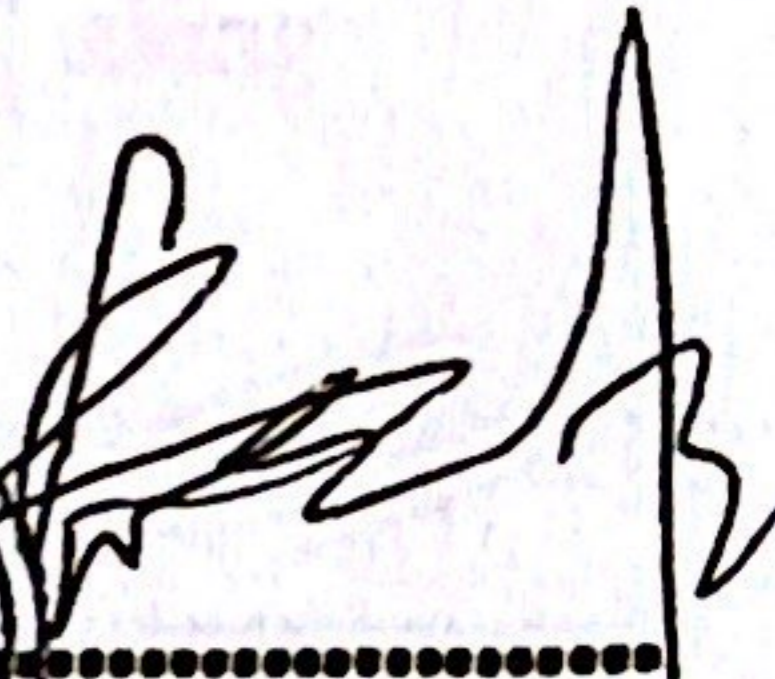
**BEFORE ME:**

**NAME:** IFIGENIA GERVAZ JANEA  
**SIGNATURE:**   
**ADDRESS:** P. O. BOX 4208, DAR ES SALAAM.  
**QUALIFICATION:** ADVOCATE

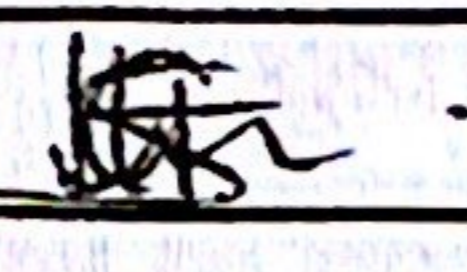


SIGNED and DELIVERED by the  
said **AHADI MOTORS CO.LTD**  
SEALED with the Common Seal of  
in my presence this ...25..... day  
or .....April....., 2024.



  
.....  
**LESSEE'S SEAL**

**BEFORE ME:**

**NAME:** IFIGENIA GERVAZ JANEA  
**SIGNATURE:**   
**ADDRESS:** P. O. BOX 4208, DAR ES SALAAM.  
**QUALIFICATION:** ADVOCATE :

