

TENANCY AGREEMENT

THIS AGREEMENT Made on the 13th of 05/2024 between
KIETE COLTD of Tel. 0752-567777 E-mail
and P.O.Box 65440, Dar es Salsam (hereinafter called "the Landlord (s)")

TANTU CONSTRUCTION AND FORGATA COMPANY
Passport No. EK6575618 and P.O.Box 111868
(hereinafter called "the Tenant") REG No: 170447743



WITNESSETH AS FOLLOWS

1. PREMISES.

IN CONSIDERATION of the rent and the Tenant's covenants hereinafter reserved and contained the landlord HEREBY DEMISES unto the Tenant the premises of the Yard, Godown building, sized on Plot 475 Makumbusho, Dar es salaam on Street No., (hereinafter called the demised premises)

2. TERM

a) The term of this Lease shall commence on 01/06/2024 - 01/06/2026. The demised premises shall be held unto the Tenant for the term of 2 years (24 months) renewable subject to mutual agreements between the Landlord and the Tenant.

3. RENT

- a) Rent for the first one year (12 months) will be Tsh: 1,000,000/= (one million only) per month payable six monthly in advance.
- b) Rent shall be reviewed to 10% after the first two years of the Lease Agreement.
- c) The Tenant shall pay withholding Tax to TRA on time.

4.The tenant HEREBY COVENANTS with the Landlord as follows:

- (i) To pay during the tenancy the reserved rent and additional payments hereinafter mentioned at the time and in the manner herein without deductions whatsoever.
- (ii) To pay all the charges for water,waste collection,electricity consumed or used in the demised premises,all charges,impositions and other outgoing payable by the Landlord during the currency of the tenancy.
- (iii) The Tenant shall subject to prior consent of the Landlord having been obtained be permitted to erect or install such alterations of improvement in or addition to the demised premises as may be necessary or convenient for the Tenant in the case of the demised premises but all such alteration, improvement and additions shall be removed prior termination or expiry of the tenancy,unless otherwise agreed with the Landlord and Tenant shall make good to the satisfaction of the Landlord all damage thereby occasioned to the demised premises and restore the same to their original state and condition.
- (iv) Not to premise,underlet or otherwise part with or share possession of the demised premises or any part thereof without the Landlord's written consent which shall not unreasonably be withheld
- (v) Not to keep in the demised premises explosives,poison,toxins and any combustible substance.
- (vi) To insure and keep insured the demised premises and goods,all items equipment stored in the said premises.
- (vii) To permit the Landlord and its agents,surveyors and other authorized Persons at all reasonable times of the day upon written notice to enter the demised premises for the purpose of carrying out thereon and effecting any repairs to the building for which the landlord may be liable or which the Landlord may consider to be desirable or necessary or to view the state and condition thereof.
- (vii) To station own security guard(s)at the premises for day and night security.

5.The landlord HEREBY COVENANTS with the Tenants as follows:

- (i) To maintain,repair and otherwise keep in good tenantable condition the structure of the building and in particular the roofs,to be done **immediately after payment of Rent.**

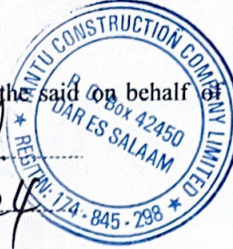
- (ii) To insure and keep insured the demised premises and the fixtures against loss or damage by fire and such other risks as the Landlord shall deem desirable or expedient.
- (ii) That the Tenant paying rents hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Tenant contained shall peaceably hold and enjoy the premises during the tenancy herein provided without any interruption by the Landlord or any person rightfully claiming or in trust for the Landlord.
- (iv) Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the demised premises for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

6. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED THAT:

- (i) If at any time during the tenancy hereby granted and the demised premises or any part thereof shall be destroyed or damaged by fire not occasioned by wilful act, neglect or default of the Tenant or its servants or its visitors then and in any such cases and so after as the same shall happen the rent herein before reserved or a fair and just proportion thereof according to the nature and extent of the injury sustained shall cease and be suspended during so long as the premises hereby demised or the destroyed or damaged part thereof shall remain uninhabitable or unfit for use by reason of such destruction or damage and if any dispute shall arise between the landlord and tenant in regard to the amount of the abatement so to be made of the said rent of any part thereof shall be suspended or otherwise in relation thereto the same shall be referred to arbitration by two arbitrators one to be appointed by each party in accordance with the provision of the arbitration law for the time being in force in Tanzania as aforesaid.
- (ii) This tenancy may be terminated by either party giving to the other three (3) months' notice of its intention to do so. In the event that such notice is given by the Landlord, the Tenant shall be allowed a further period of 14 days after the expiration of the period of notice to remove all his/her property from the demised premises.
- (iii) This tenancy agreement is not transferable.

IN WITNESS WHEREOF the parties have set their hands in the manner and on the day hereinafter appearing.

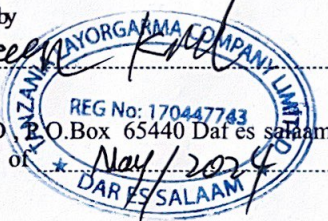
SIGNED AND DELIVERED with the common seal of the said on behalf of
TANTU CONSTRUCTION Co Ltd
this 13th day of 05/2024



IN THE PRESENCE OF

Name
Signature
Postal Address : P.O.Box Dar es salaam
Qualification:

SIGNED AND DELIVERED by
Wafiqul Kabir
On behalf of KIETE CO. LTD, P.O.Box 65440 Dar es salaam
this 16th Day of Nov/2024



Witness to above signature

Name Mwajuma Choggy
Signature [Signature]
Postal Address 7823 Dar es Salaam
Qualification Advocate

