

TENANCY AGREEMENT

BETWEEN

BRIAN BRYSON ENAS KIKOTI

AND

SOMA KWANZA INITIATIVE LIMITED

AGREEMENT

THIS AGREEMENT is made on this^{1st}..... Day of **July**, 2023

BETWEEN

MR. Brian Bryson Enas Kikoti of P.O. Box 61800, Dar es Salaam on the other party hereinafter referred to as the **LANDLORD** which expression in so far as the context admits, shall include assigns, representative, heirs and successors in title, of the one part;

AND

SOMA KWANZA INITIATIVE LIMITED of P.O.Box 33245, Dar es Salaam on the other party hereinafter referred to as the **TENANT** which expression in so far as the context admits, shall include assigns, representative, heirs and successors in title of the other part.

WHEREAS the Landlord is the legal owner of all the land premises situated at **plot no. 74, Block 45b in Makumbusho, Kijitonyama Area, within the Kinondoni Municipality Dar es Salaam** within the United Republic of Tanzania.

NOW THIS DEED WITNESSETH as follows:-

1.0 LEASE PERIOD

- 1.1 This lease is for a period of one (1) year effective from 1st July, 2023 to 31st June, 2024 but payment shall be made after every six (6) months with an option to review the contract after every twelve (12) months and the option to renew the contract for another period to be agreed between the parties. The Tenant shall take possession and the Landlord shall give possession of the demised Commercial premises on the same day and date as the parties hereby agreed; and
- 1.2 So long as the Tenant shall perform his obligations under this Agreement, he shall have the right to quiet enjoyment of the property for the term hereof without interruption by the Landlord or by any person claiming by through, under or in trust for the Landlord.



2.0 IT IS HEREBY AGREED by the parties as follows:-

- 2.1 That, the agreed initial rent shall be Tanzania shillings four Hundred Thousand (TZS 400,000) only Tax exclusive per month and service charges of Tanzania shillings Fifty Thousand Only (TZS. 50,000/=) each month.
- 2.2 That the Tenant shall have to pay the rent and service charge of six (6) Months before using the demised premises and make payment of 3 months' rent and service charge after every six (6) months;
- 2.3 That the Tenant shall use the said premises rented to him/her for commercial purposes; and
- 2.4 That rent payment shall be made through **CRDB Bank** which the Landlord maintains an account with, through Account Number **0150269439500** with the name of **BAMM SOLUTION (T) LIMITED** as the name of the Account.
- 2.5 **UTILITY**
That the Tenant shall be responsible for paying the electricity for as long as this agreement is into operation and all the past bills will be at the Landlord risk and the Landlord will be liable of paying the same before the Tenant takes possession of the property; and
- 2.6 That in case of an emergence, the Landlord/ his authorized agent shall not enter the premises without the consent of the Tenant unless the entry is made during daylight hours and the Tenant is given at least 24 hours' notice.

3.0 THE LANDLORD hereby covenants with the **TENANT** as follows: -

- 3.1 That upon the Tenant paying the rent herein before reserved and observing and performing the covenants on the part of the Tenant hereby before obtained shall and may subject to the Landlords rights



hereunder shall peaceably and quietly hold and enjoy the said property for the term hereby granted without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord;

- 3.2 To comply with the terms and conditions stated in this Tenancy agreement;
- 3.3 To pay all the necessary and land rent in respect to the property as required by law for the period of this agreement is into operation;
- 3.4 Before the commencement of this tenancy, Landlord is responsible to ensure that the exterior of the demised premises, together with the roof and the main structure, wells electric wiring and fittings there-of all water taps, pipes, sinks and tanks used in connection with the water installation are in a good tenantable repair and condition;
- 3.5 That the tenant performing his obligations here-under shall peacefully hold and enjoy the demised premises during the said term or any further term granted in pursuance of the immediately preceding sub-clause hereof without any interruption by the Landlord or any person rightfully claiming under or in trust for him; and
- 3.6 That the Tenant shall be responsible for the safe-keeping of all locks and keys to the property. Landlord shall not maintain any key to the gate or doors to the property while the lessee is in occupancy. All keys shall be handed over to the Tenant on the start date of the lease and returned to the landlord on the end date of the lease.

4.0 THE TENANT hereby covenants with the landlord as follows:-

- 4.1 To pay and discharge all charges of internet, telephone, sewage maintaining hygiene environment and electricity in the demised premises as agreed herein above;
- 4.2 To pay the rent on the day and manner as aforesaid;

- 4.3 To keep the interior of the demised premises and all additions thereto and the land lord's fixtures, fittings and furniture there-in in good and tenantable repair and condition;
- 4.4 Tenant acknowledges that the landlord is not responsible for personal property damage caused by fire, rain, earthquake, flood, war, acts of God, acts of others, and / or any other causes, nor shall landlord be held liable for such loses;
- 4.5 Not to assign this lease or sublet the property or part thereof, without prior written consent of the landlord PROVIDED that such consent by the landlord shall not be unreasonably withheld.
- 4.6 Not to build new alter any existing structures and buildings, without the prior written consent of the Landlord;
- 4.7 To permit the Landlord or his authorized agents with or without workmen or others at any reasonable times and after arranging an appointment to enter upon the demised premises and to view the condition thereof and upon notice given by the Landlord to repair any defects in accordance therewith pursuant to the covenant in that behalf here-in before contained;
- 4.8 Tenant agrees to keep the property and all items in good order and good condition and to immediately pay for costs to repair and /or replace any portion of the above damaged by willful or negligent act of the Tenant, its guests and/or invitees, except as provided by law:
- 4.9 To report landlord within reasonable time of any damage to the demised premises with full explanation as to the circumstance and/or cause of such damage; and
- 4.10 To use and occupy the demised premises for purposes of/ relating to the commercial purposes only.



PROVIDED ALWAYS that, unless there is a special arrangement between the Landlord and Tenant, upon termination of this Agreement, all of above items in this provision shall be returned to Landlord in clean and good condition and the property shall be free of all personal property and trash not belonging to landlord.

5.0 Any Notice under this Tenancy shall be in writing and any notice to the Tenant shall be sufficiently served if delivered to the demised premises and any notice to the landlord shall be sufficiently served if delivered to her through the known contacts of the landlord.

6.0 TERMINATION CLAUSE

6.1 That this agreement can be terminated by any party herewith after giving the other party a 30 days' notice of intention to terminate, prior to the termination.

7.0 ARBITRATION

7.1 In case of any dispute or conflict in the interpretation or implementation of this Agreement, or in case there is any breach of any provision hereof as provided for herein above, then both parties shall convene and appoint an arbitrator who shall arbitrate upon the dispute or conflict; and

7.2 The decision of the Arbitrator will be final and conclusive.

8.0 GOVERNING LAW

8.1 This Agreement shall be governed by the Laws of Tanzania Mainland.

9.0 MISCELLANEOUS PROVISIONS

9.1 The parties hereto agree to execute documents and perform such acts as may be necessary to implement the terms of the Agreement;

9.2 The Tenant shall not do anything that will, in any way, jeopardize the Landlord's right and title over the property; and



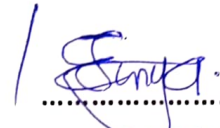
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9.3 This Tenancy agreement nullifies all other agreements entered between the Landlord/Tenant and other persons regarding the same demised property.


9.4 The Landlord assign and give powers to BAMB SOLUTION (T) LIMITED as the property manager with powers and authority to manage property and exercise management powers and rights of the landlord in this agreement unless revoked by the land lord with written notice served to the tenant.

IN WITNESS WHEREOF this Tenancy was duly executed the day and the year first above written.

SIGNED and DELIVERED by the said
BRIAN BRYSON ENAS KIKOTI
Who is known to me personally
In my presence this ^{1st}.....day of July, 2023.


.....
LANDLORD

BEFORE ME:

NAME : KAPWANI MBEGALO
SIGNATURE: 
POSTAL ADDRESS: 6, SINGIDA
QUALIFICATION: COMMISSIONER FOR OATHS




SIGNED and DELIVERED by the said
SOMA KWANZA INITIATIVE LIMITED
Who is identified to me by **BRIAN KIKOTI**
The later being known to me personally
In my presence this ^{1st}.....day of July, 2023.


.....
TENANT



BEFORE ME:

NAME : KAPWANI MBEGALO
SIGNATURE: 
POSTAL ADDRESS: 6, SINGIDA
QUALIFICATION: COMMISSIONER FOR OATHS





