

TENANCY AGREEMENT

This Tenancy Agreement (hereinafter referred to as **THE AGREEMENT**) for the business property located at **Plot 337, Ubungo, District, Dar es Salaam City, Tanzania** (Hereinafter referred to as **THE PROPERTY**) is made on this 13 day ofFeb....., 2026.

BETWEEN

HUSSEIN MALIBU KUTOKA (Hereinafter called THE LANDLORD) which expression shall where the context so admits include his successors and assignees of the party.

AND

MAISHA COMPANY LIMITED
(Hereinafter called THE TENANT) Now it has been hereby agreed as follows:

I. Terms and Conditions of lease

A. The lease shall be for a period of 15 years only, commencing from 1st December, 2025.

B. The monthly rent is **USD 3000 (Three Thousands United States Dollars)**. Withholding tax to be paid by the Tenant. PAYMENT shall be made in a lumpsum in advance for each year.

- i. TENANT shall pay the total of USD. 36000 (Thirty -Six Thousands United States Dollars) being yearly rent payable in Tanzanian Shillings or its equivalent at the beginning of each contract year. Payment to be deposited into THE LANDLORD's Account with 01J20473400 A/c No.
- ii. That the TENANT will make any development to the property already discussed and the same shall remain part of the property after expiry of the lease period.
- iii. That the lease shall increase at the rate of 5% by the end of each the each of the first five years of the lease agreement.
- iv. That upon successful execution of this contract, the landlord offers the tenant a grace period of six month (6 month) to facilitate their construction and taking over of the property before commencement of the lease period agreed.

II. THE TENANT HEREBY COVENANTS WITH THE LANDLORD AS FOLLOWS;

- A. To pay rental charges as herein above agreed.
- B. To maintain the premises during the period of this agreement.
- C. To meet all of my obligations including:
 - a) Taking affirmative action to ensure that nothing exists which might place THE LANDLORD in violation of regulations and permits.
 - b) Keeping inside the premises clean, and sanitary; removing garbage and trash as they accumulate; maintaining plumbing in good working order to prevent stoppages, fixtures, faucets, pipes, etc.
 - c). Operate all electrical, plumbing, sanitary, ventilating, a/c, and other appliances in a reasonable and safe manner.
- D. Not to use or permit the premises to be used for any illegal or improper purposes.
- E. Not to assign this agreement, nor sub-let any part of the property

- maintaining plumbing in good working order to prevent stoppages, fixtures, faucets, pipes, etc.
- c). Operate all electrical, plumbing, sanitary, ventilating, a/c, and other appliances in a reasonable and safe manner.
 - D. Not to use or permit the premises to be used for any illegal or improper purposes.
 - E. Not to assign this agreement, nor sub-let any part of the property
 - F. That THE TENANT is responsible for payments of all utilities, garbage, water, electricity, telephone, gas or other bills incurred during the residency and any unpaid bills prior to the taking occupancy by the TENANT shall be paid by THE LANDLORD.
 - G. THE LANDLORD shall not be liable for any loss of personal injury or property by fire resulting from electrical failure, water, rain, windstorm, or any act of God.
 - H. THE LANDLORD may be represented by an agent or himself who will carry identification. I specifically agree to permit THE LANDLORD or agent(s) access to the premises for the purposes of inspection, on request with one-week prior notice.
 - I. To keep in tenantable condition the interior of THE PROPERTY including the appliances.
 - J. To yield up the demised premises and property at the end of the tenancy in good and tenantable repair and condition, reasonable wear and tear accepted.
 - K. That THE TENANT shall not extend any portion or make additional installation or structural alteration to the demised premises without prior approval in writing being sought and obtained from THE LANDLORD which approval shall not be unreasonably withheld.
 - L. To responsibly respect the use of all common areas or facilities that will include the parking area.
 - M. Should THE TENANT wish to terminate the lease, a 3-month notice period must be given to THE LANDLORD in writing.

III. THE LANDLORD HEREBY COVENANTS WITH THE TENANT AS FOLLOWS;

- A. That THE LANDLORD performing the obligation on its part herein contained shall warrant THE TENANT to peacefully enjoy the occupation of the demised during the said term without any interruption from THE LANDLORD or any person rightfully claiming under or trust of them.
- B. That THE LANDLORD shall reimburse THE TENANT, in case THE LANDLORD wants to terminate the lease.
- C. In the event the Landlord wished to terminate the lease, a Three-month notice period will be given.
- D. The provisions of THIS AGREEMENT shall apply to any subsequent rental periods from the 1st of January 2021.

IV. MISCELLANEOUS:

- a) This Agreement shall be governed by and construed in accordance with the laws of Tanzania.

b) For the need of present lease agreement, notices will be sent to the following addresses:

LANDLORD:

HUSSEIN M. KUTOIKA
P.O. Box 4064
Dar es Salaam, Tanzania
Mobile: +255756000120

TENANT: MAISHA COMPANY LIMITED

NIDA: 19850707-1412800003-22

P.O. Box 8738
Dar es Salaam, Tanzania
Mobile: +255659900800

c) In case of any modification as on the address or telephone number, a concerned party shall notify in writing to the other party to the above-mentioned address as well as the above-mentioned email.

d) THE LANDLORD may terminate the lease upon issuance of a Three-month written notice to THE TENANT only on occurrence of circumstances rendering execution of the lease impracticable.

e) The lease may be renewed by the parties. In case THE TENANT does not wish to renew, THE TENANT must provide the other party with a three-month notice prior to the expiry of the lease period.

f) Should any of the terms of this agreement be found to be invalid, unlawful or unenforceable, such terms shall be severable from the remaining terms, which shall continue to be valid and enforceable.

DISPUTES:

1. THE LANDLORD and THE TENANT mutually agree that the expression 'THE LANDLORD' and 'THE TENANT' or wherever used in THIS AGREEMENT shall when the context allows, be binding and include not only the parties hereto but also their respective heirs, executors, administrators and assignees.

2. THE AGREEMENT constitutes the entire lease agreement of the parties hereto. No changes shall be made herein except in writing, signed by each party and dated. For avoidance of doubt THE TENANT/LANDLORD reserves the right to enforce THIS AGREEMENT.

3. 4. A dispute or difference of any nature arising between the parties regarding their rights, obligations, the interpretation of, termination of and/or any other matter arising out of THIS AGREEMENT, shall be resolved amicably between the parties, or failing such resolution within 5 Business Days, either Party may refer the dispute for adjudication.

IN WITNESS thereof the parties have put their hands on the date and year herein below shown:

SIGNED and DELIVERED at Dar es Salaam
by the said HUSEIN MALIBU KUTOKA who
is known to me personally/identified to me by
MUSA JOHN MUSA in my
presence this 13 day FEBRUARY, 2025



THE LANDLORD

BEFORE ME:

Name: DORIS MUGARULA
Address: Box 25054
Qualification: ADVOCATE
Signature: D. Mugarula



THE TENANT

SIGNED and DELIVERED at Dar es Salaam
by the said M/S MARSHA COMPANY LIMITED who
is known to me personally/identified to me by
_____ in my
presence this 13 day FEBRUARY, 2025



TENANT

BEFORE ME

Name: DORIS MUGARULA
Address: Box 25054
Qualification: ADVOCATE
Signature: D. Mugarula

