

## TENANCY AGREEMENT

Between

**MS. SIMBA SAFARIS COMPANY LIMITED**, of P.O. Box 1207, Arusha (hereinafter called "Landlord", which expression shall, where the context so admits, include his legal personal representatives) of the one part.

And

**MS. PEPONI INDUSTRIES CO. LIMITED**, of P.O. Box 1207, Arusha (hereinafter called "tenant", which expression shall, where the context so admits, include its liquidators, receivers and successors in interest) of the other part.

WHEREAS the landlord is the beneficial owner of all that property on Plot No: 47, **BLOCK B Themu Industrial Area, Arusha** (hereinafter called "the office and industry") and is desirous of letting the office & industry to the tenant.

**AND WHEREAS** the tenant is willing that the demised premises be let to it.

**NOW THEREFORE THESE PRESENTS WITNESSETH** as follows: -

1. **IN CONSIDERATION** of the rent and the tenant's covenants hereinafter reserved and contained the landlord **HEREBY DEMISES** unto the tenant the demised premises to use and hold the same for a term of five years with effect from the 1<sup>st</sup> Day of November, 2020 to the 30<sup>th</sup> November, 2030.
2. The Rent for the demised premises shall be Tshs. 200,000/= (Say Tshs. One Hundred Thousand) Per month or Tshs. 2,400,000/= (Tshs. Two Million and four hundred Only) per One Years which shall be paid in advance for the entire period of the term hereby created immediately after the execution of this tenancy agreement by the parties hereto.
3. The tenant **HEREBY COVENANTS** with the Landlord as follows:-
  - i) At all times to keep the interior of the demised premises and the appurtenances thereof including the doors, windows and other fixtures, fittings, fastenings and the painting and decoration thereof in good and substantial repair and condition.
  - ii) To permit the landlord or his agents with all necessary workmen and appliances at all reasonable times during day time by prior appointment to enter upon the demised premises for the purpose of viewing the state thereof and to execute repairs on the demised premises under the covenants in that behalf hereinafter contained.
  - iii) To use the demised premises as a manufacturing raw salt processing and Office activities.

- iv) Not to sublet the demised premises without obtaining the prior approval of the landlord in writing.
- v) On the expiration or sooner determination of the term hereby granted to deliver up the said premises to the landlord with all the locks, keys and fasteners to the premises complete and in such state of repair condition order and preservation as shall be in strict compliance with the covenants and agreements in that behalf on the part of the tenant herein contained.

4. The Land lard hereby covenants with the tenant as follows:-

- i) To maintain and keep in good tenantable condition the structure of the buildings and in particular the roofs, foundations and walls thereof.
- ii) The tenant paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on the part of the tenant contained shall peacefully hold and enjoy the demised premises during the tenancy herein provided without any interruption by the landlord or any person claiming under or in trust for the landlord.
- iii) To permit the tenant to make any structural alterations in the demised premises as may be appropriate for the business of the tenant.
- iv) To permit the tenant to use the toilets in the said premises.

5. **PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED** as follows:-


If any covenant on the tenant's part herein contained shall not be performed or observed then in such case it shall be lawful for the landlord at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and then this tenancy agreement shall absolutely determine but without prejudice to any rights or remedies which may have accrued to either party against the other in respect of antecedent breach of any of the covenants herein contained.

- 6. Should the tenant desire to extend the period of the tenancy hereby created she shall give three months notice to the landlord of her intention. Such notice must be given within the period of the tenancy hereby created and the landlord shall be entitled to decline or accept the extension of this tenancy on such terms and conditions as he may deem proper.
- 7. This tenancy is determinable at the option of either party by giving 3 months notice to the other.


8. Any notice under this tenancy shall be in writing and any notice to the tenant shall be sufficiently served if left addressed to him in the demised premises or sent to him by registered post and any notice to the landlord shall be sufficiently served if sent to him by registered post.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day of the year and in the manner hereinafter appearing.

**SIGNED and DELIVERED** at  
Arusha by the said **SIMBA SAFARI  
COMPANY LIMITED** by  
**MR. NADEEM YUSUF**

  
.....  
Personally in my presence this  
01<sup>st</sup> Day of November, 2020

**SIGNED and DELIVERED** at Arusha  
For and on behalf of the said  
M/S **PEPONI INDUSTRIES CO.  
LIMITED** by in his capacity as  
**DIRECTOR**

  
.....  
Personally in my presence this  
01<sup>st</sup> November, 2020

