

## TENANCY AGREEMENT.

**A. LANDLORD:**

Rajab A Nurbhai  
P.O. Box 12067  
Arusha

**B. TENANT:**

Bulk Distributors Ltd  
P.O.Box 3091  
Arusha

**C. PREMISES:**

Plot No 56  
Block W  
Levolosi  
Arusha

**D. TERM:**

1. The tenancy shall be for a period of 36 months from the date of 1<sup>st</sup> Jan 2022 up 31<sup>st</sup> Dec 2025.
2. This agreement may be extended by mutual consent provided the parties agree on the new rent to be payable. If sixty days before the end of the terms of this tenancy no agreement has been reached in writing on terms of renewal or extension, it shall be taken that tenant does not wish to renew or extend.

**E. RENT:**

1. This is agreed at **Tshs 8,100,000** inclusive of VAT
2. The rent shall be payable in advance for a **six (6) months** Period.

**F. DEPOSIT:**

1. The tenant shall on signing this agreement pay a deposit equivalent to one month's rent. The landlord shall be entitled, from this deposit to offset late payment fees, charges for dishonored cheques and any other unfulfilled obligation of the tenant under this agreement. Any shortfall in deposit due to increase on rent shall be replenished by the tenant before commencing of the new contract. Within 10 days after the expiry of the tenancy and after handing over the vacant possession of the premises in the condition that it was at entry and balance of this deposit shall be refunded in full to the tenant.


**G. OTHER TERMS & CONDITION:**

1. The tenant shall not, without the consent in writing of the landlord assign or sublet the premises or any part thereof.
2. The tenant shall, on expiry of this lease return vacant possession of the property after putting the premises to the same standard as it was at the commencement of this tenancy. All such repairs shall be done at the tenant's expense before the expiry of the lease. In the case on non-compliance or partial compliance or poor workmanship or poor materials used, the landlord may rectify the situation at the expense of the tenant. This shall be to the maximum value of the deposit mentioned in clause F.I. of this agreement.
3. The tenant shall not make any alteration or put in any fixture without the written authority of the landlord. Any alterations made or fixtures installed shall become the property of the landlord and the tenant shall not claim for any installation charges or cost of fixtures or alterations.
4. The tenant shall pay electricity bill promptly and he shall on demand produce to the landlord proof of payment. The landlord will deliver these electricity bills monthly to the tenant.
5. The tenant shall not store or bring upon the premises articles of a combustible or inflammable or dangerous nature.

6. The tenant shall not do or permit or suffer to be done upon the premises anything which in the opinion of the landlord may cause a nuisance to or in any way interfere with the quiet use or comfort of the other occupants or neighbors in the surrounding area.
7. The landlord retains the right to enter the premises to carry out inspections but will first obtain the permission of the tenant and such permission shall not be unreasonably withheld. The tenant will also during the last two months of the tenancy permit any person or persons accompanied by landlord to enter and inspect the premises at reasonable times by arrangements.
8. If rent shall at anytime be more than two months in arrears the landlord shall be entitled to lock up the rented premises until such time as all arrears are paid. Such right shall be exercised without the need for order from a court or the rent tribunal and the landlord shall not be liable for any loss/damage incurred by the tenant as a result of such locking up. If the rent is not paid up in full even after locking up of the premises the landlord may exercise his right to terminate the tenancy and assume possession of the premises and take whatever action they deem fit to recover arrears of rent.
9. The tenant shall pay all costs charges and expenses (including Advocate's costs and Surveyor's fees) reasonably incurred by the landlord for the purpose of requiring the tenant to remedy a breach of any of the covenants herein contained or incidental to the preparation of a schedule or dilapidation at the determination of the term hereby granted.
10. The landlord shall not be liable for any loss or injury to the tenant or the servants, licensees or invitees of tenant caused by:
  - (i) Any effect of deficiencies in electrical fitting or plumbing
  - (ii) The overflow of water to or into the premises from other parts of the building, which are in occupation, or control of the landlord.
  - (iii) Any burglary of theft.
11. Any notice served to the tenant under or in respect of this agreement may be served by delivery to Tenant House and in the case of the landlord by registered post to the last know postal address in Tanzania.
12. The tenant in such way as to avoid damage to the premises, or nuisance or annoyance to other users shall use all parking immediately around the demised premises, staircases and passages.
13. Either the landlord or the tenant shall be at liberty to terminate this Tenancy Lease Agreement before the expiration of the said term 12 months, by giving to the other party one (1) calendar month's notice.

In witness where of THE Lessors and the lessee have executed these present in the months and year mentioned below:

SIGNED for and on behalf of the Landlord by)  
RAJAB A NURBHAI)  
In my presence this 1<sup>st</sup> Jan 2022)

  
.....  
Lessor

SIGNED AND DELIVERED by the said  
BULK DISTRIBUTORS LTD

In my presence this 1<sup>st</sup> Jan 2022)

  
.....  
Lessee



