

PERIODICAL TENANCY AGREEMENT

THIS AGREEMENT is made this 31st day of OCTOBER 2022.

BETWEEN

LOUIS ALOYCE TESHA of P. O. Box 1688 Moshi (hereinafter referred to as "Lessor") of the one part.

AND

SUNNY ADVENTURES SAFARIS LTD of P. O. Box 972 Arusha (hereinafter referred to as "Tenant") of the other part.

WHEREAS the Lessor is a lawful owner of the landed property located at **Plot No. 68, Corridor Area Arusha City** (hereinafter referred to as the "Property").

AND WHEREAS the Tenant is desirous to occupy the said property with its development not limited to any immovable structure erected therein and appurtenances thereof and the Lessor has agreed to let the same to the Tenant subject to the conditions and terms appearing hereunder

NOWHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. That in consideration of **Tanzanian Shillings Nine Hundred Thousand Only (TSH.900,000. 00/=)**, being the rental payment per month, the Lessor shall let the demised premises (property) to the Tenant for a period of **Twenty Four (24) months commencing from 01st of September, 2022.**
2. That the tenant shall pay the agreed rent in each month subsequently in a single lump sum on the 1st day of every month upon commencement of this agreement without any delays. Each payment shall be deposited in the Lessor's account held by **CRDB Bank Plc** in the name of **LOUIS ALOYCE TESHA Account No 01J2013365900.**
3. **THE TENANT** hereby covenants with the Landlord as follows:
 - a) To pay the said rent as agreed in the terms provided herein.
 - b) To bear, pay and discharge bills for electricity consumed on the demised property.
 - c) To bear, pay and discharge sewerage charge attributable to the demised property.

- d) At all times to keep the interior of the demised property and appurtenances thereof including doors, fixtures and fittings, the painting in good repair and condition throughout the period of tenancy.
- e) To be responsible for and to indemnify the Lessor against all damages occasioned to the leased property or any part of the building, or any other part of the adjacent premises or to any person caused by any act, default or negligence of the Tenant or the servants, licenses or invitees of the Tenant.
- f) To pay all taxes subject to be borne by the tenant inclusive of withholding tax which shall be deducted from the rent amount.
- g) To permit the Lessor and her agents, at all reasonable times of the day and upon not less than 24 hours prior notice in writing addressed to the Tenant or immediately in case of need, to enter into the leased property for the purposes of:
- h) Carrying out thereon and effecting any desirable and necessary repairs to the building or to any adjoining property hereafter belonging to the Landlord; or
- i) To view state and condition of the leased property and upon discovery of any defects, or wants of reparation the lessor shall give to the Tenant a notice in writing to repair and make good the defect provided that if the Tenant shall not within the period specified in the written notice commence and proceed execution of the work specified as aforesaid, it shall be lawful for the Lessor and its agents to enter upon the leased property and execute such repairs and works. The cost (which expression shall include but not to be limited to all legal costs, and surveyors fees and other expenses whatsoever attendant thereon) shall be a debt immediately payable by the Tenant to the Lessor and be forthwith recoverable by action.
- j) Not to store, bring upon the leased property or building any articles of combustible, inflammable or dangerous nature and to comply with all recommendations of fire authorities as to fire precautions relating to the demised property.
- k) Not to do or suffer on the leased property or any part of the building any act, matter or thing whatsoever which may be or tend to annoy, damage, disturb the Lessor or the owner or occupier of any adjoining or neighboring, premises.

- l) To make right the defects on fixtures that have been damaged and further most to repaint the property once the lessor has completed this agreement, of which the same shall be done in accordance with agreement with the tenant.
- m) To use and occupy the demised property solely and exclusively for the **purposes of letting office space only.**
- n) Not to assign any part of the demised property or sublease any part thereof without a specific written consent of the Lessor.
- o) To observe and conform to all reasonable regulations and restrictions made by the Lessor for the proper management of the demised property.

4. **AND THE LESSOR HEREBY COVENANTS** with the Tenant as follows:-

- (a) To perform and observe the covenants and stipulation herein on his part.
- (b) To let the tenant peacefully hold and enjoy the leased property during the term created without unlawful intervention by the Lessor or any person or persons rightfully claiming under or in trust of the Lessor.
- (b) To pay and discharge all rates, assessments, impositions, duties, charge and outgoing whatsoever lawful accumulating on the property save and except electricity charges, water rates, telephone and telex charges which are not or may hereinafter become imposed or charged upon the leased property or payable by the Lessor or Tenant in respect thereof.
- (c) During the continuance of the said term, to keep and maintain the demised property in a state of good structural repair and in a proper state of repair and on receipt of notice from Tenant to remedy major structural fault or faults of construction effecting the convenient and proper use of occupation provided that such faults are not attributable to negligence on the part of the Tenant, his agents or employees.

5. IT IS HEREBY AGREED AND DECLARED by and between the Lessor and Tenant that:-

- a) After the expiration of the periodical tenancy agreement of Twenty Four (24) months as stipulated above the lessor shall repossess back her property unless there is mutual agreement reached between the parties herein to renew the lease agreement, save that, the tenant shall be required to issue a (3) three month notice of intention to renew the agreement before expiry of the tenancy period.
- b) Any notice under the lease shall be in writing. Any notice to the Tenant shall be sufficiently served if left addressed to it on the leased property or sent to it by registered post or left to its last known address, any notice to the Lessor shall be sufficiently served if delivered at his residence or through by way of e-mail under the address of louistesha12@gmail.com and shall be deemed served upon confirmation of receipt of notice of acknowledgment from the lessor sent back through the sending address. Any notice sent by registered post shall be deemed to have been served within three (3) days following the day on which it is posted.
- c) This lease, its implementation and operation shall be construed and interpreted in accordance with the law of the United Republic of Tanzania.
- d) Either party shall be at liberty to terminate this lease before the said term of twenty (24) months by giving the other party ~~one (1)~~ ^{three} month notice of its desire to do so and the term shall be determine ~~at the expiration of such notice.~~
- e) This lease may be terminated if the Tenant fails to observe or fulfill or perform any material covenant or obligation under this lease and such default continues for a period of 7 days after notice of such default is served by the Lessor to the Tenant. Upon termination of this lease all amounts due and owing between the parties shall become immediately due and payable.
- f) Upon termination of this lease either by the Lessor or Tenant, the Tenant shall be required to leave the occupancy of the property on or before the lapse of the period of notice for termination.

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

SIGNED and DELIVERED by the said LOUIS ALOYCE TESHA who is personally known to me / identified to me by the latter being personally known to me this 31st day of OCTOBER 2022

[Handwritten signature of Louis Aloyce Tesha]

LESSOR

BEFORE ME;

Name: *Eli Kimwawe Nyemah*
Address: *P.O. Box 12449 Arusha*
Signature: *[Handwritten signature]*
Qualification: *Advocate*



SEALED by the common SEAL of SUNNY ADVENTURE SAFARIS LTD in our presence this 31st day of OCTOBER 2022

SEAL OF TENANT

Name: *AJUB A. H. SULEMAN*
Signature: *[Handwritten signature]*
Address: *P.O. Box 972 - ARUSHA*
Qualification: *M. DIRECTOR*

BEFORE ME

Name: *Eli Kimwawe Nyemah*
Address: *P.O. Box 12449 Arusha*
Signature: *[Handwritten signature]*
Qualification: *Advocate*

