

TENANCY AGREEMENT

MADE THIS 01st February, 2023

Between

Ms. SALAMA HASSANI LUGOMA, of P. O. Box 6880 Dar Es Salaam, (hereinafter called "Landlord", which expression shall, where the context so admits, include his legal personal representatives) of the one part.

And

M/S PING DA GROUP INTERNATIONAL LIMITED, of P.O Box 11885, Dar es Salaam (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: 2 block F, Kididimo Village, Mkwalia Kitumbo, Mkuranga District. Coast Region** (hereinafter called "the office and Yard") and is desirous of letting the Yard to the tenant.

AND WHEREAS the tenant is willing that the demised premises are left 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 1st Day of February, 2023 to the 30th March, 2033.
2. The Rent for the demised premises shall be Tshs. 2,000,000/=(Say Tshs. Two Hundred Thousand) Per month or Tshs. 24,000,000/= (Tshs. Twenty Four Million Only) per Year 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 **HERE BY COVENANTS** with the Landlord as follows:-
 - i) 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.
 - ii) To use the demised premises as a Yard and Office for manufacturing assembling flatbed semitrailers activities.
 - iii) Not to sublet the demised premises without obtaining the prior approval of the landlord in writing.
 - iv) 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) 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.

- ii) To permit the tenant to make any structural alterations in the demised premises as may be appropriate for the business of the tenant.
- iii) 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 and in the year in the manner hereinafter appearing

SIGNED AND DELIVERED at Coast Region

by the said **Ms. SALAMA HASSAN LUGOMA**

This **1st** day of **February, 2023**

S. H. Lugoma
1.02.23

LANDLORD

SIGNED AND DELIVERED at Dar es Salaam by the said

M/S PING DA GROUP INTERNATIONAL LTD

In his capacity as **DIRECTOR** who is known

CHEN QISHUN

陈启生



TENANT

