

# **TENANCY AGREEMENT**

**Between**

**TITUS LEPHY GEMBE with NIDA No. 19790701121070001321, of P.O Box Dodoma (hereinafter called "Landlord", which expression shall, where the context so admits, include his legal personal representatives) of the one part.**

**And**

**M/S T & T LOGISTICS COMPANY LIMITED, of P.O Box 3897, 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. 3 Block 5, Zuzu Factory area, Zuzu Ward, Dodoma Town, Dodoma Region, (hereinafter called Land" ) and is desirous of letting the Land 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 ten years with effect from the 1<sup>st</sup> Day of May, 2023 to the 30<sup>th</sup> April, 2033.

2. The Rent for the demised premises shall be as in service providing contract between the Landlord and Tenant



3. The tenant **HEREBY 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.

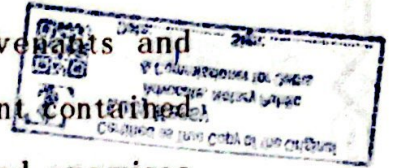
ii) To use the demised premises as a Land for office and Yard.

iii) Not to sublet the demised premises without obtaining the prior approval of the landlord in writing.

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

i) To maintain and keep in good tenantable condition the current 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, 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 6 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  
Dar es Salaam by the said

TITUS LEPHY GEMBE who is Known to  
me personally/ identified to me  
by.....  
The latter being known to me  
Personally in my presence this  
01<sup>st</sup> Day of May, 2023

Name of Witness LUCY KESSY  
Signature.....  
Address.....  
Qualification ADVOCATE



SIGNED and DELIVERED at Dar Es Salaam  
For and on behalf of the said  
M/S T & T LOGISTICS COMPANY  
LIMITED by  
SONG ZHICHAO  
In his capacity as DIRECTOR who is known  
To me personally/ identified to me by

The latter being known to me  
Personally in my presence this  
01<sup>st</sup> Day of May, 2023

Name of Witness LUCY KESSY  
Signature.....  
Address.....  
Qualification ADVOCATE

