

**TENANCY CONTRACT**

租赁协议

**BETWEEN**

合同双方

**GILBERT MURASHANI BANKOBEZA OF NUMBER 63, UPOROTO STREET, 14108 MWANANYAMALA, KINONDONI DAR ES SALAAM, Email: bankobeza@gmail.com** (hereinafter referred to as **"the Landlord"**), which expression shall, where the context so admits, include the persons deriving the title under him and/or his personal representatives and successors) of the one part.  
GILBERT MURASHANI BANKOBEZA, 地址: 达累斯萨拉姆市金东区姆瓦南亚马拉, 乌波罗托街 63 号, 邮编 14108, 电子邮件: bankobeza@gmail.com (以下简称“出租方”), 在符合上下文的情况下, 该称谓应包括其继承其产权的人员和/或其个人代表及继任者)。

**AND**

以及

**DONGFANG CITY LIMITED**, a limited liability company incorporated with Certificate of Incorporation number 182667234 (whose copy is annexed hereto as 'Annexure A' to form part of this contract) under the Companies Act, Chapter 212 of the Revised Edition of the Laws of Tanzania, 2002 P.O. Box 3489 e-mail [cn.xinjun@gmail.com](mailto:cn.xinjun@gmail.com) with a registered office at Kinondoni, Dar es Salaam - Tanzania (hereinafter referred to as **"the Tenant"**), which expression shall, where the context so admits, include their assignees, principals, agents and all persons deriving the title under or from or on them and/or successors) of the other part.

DONGFANG CITY LIMITED, 公司注册号 182667234 (其副本附于本合同作为“附件 A”), 依据《坦桑尼亚公司法》(2002 年修订版, 第 212 章) 注册成立的有限责任公司, 邮政信箱: 3489, 电子邮件: [cn.xinjun@gmail.com](mailto:cn.xinjun@gmail.com), 注册办事处位于坦桑尼亚达累斯萨拉姆市金东区 (以下简称“承租方”), 在符合上下文的情况下, 该称谓应包括其受让人、委托人、代理人以及所有从其或通过其取得产权的人员和/或继任者)。

**RECITALS**

鉴于

兹此

兹此



*Murashani Bankobeza*

A. **WHEREAS** the Landlord is a natural person, owner of a piece of land described as **Plot No. 62, Ursino South, Dar es Salaam**, bearing title number **177695 covering a total land surface space area of 2,514 Square meters** (hereinafter the whole of this plot called **"the Plot"**);

鉴于出租方系自然人，拥有一块土地，描述如下：位于达累斯萨拉姆 Ursino South 的第 62 号地块 (Plot No. 62)，产权编号为 177695，总占地面积为 2,514 平方米（以下简称“该地块”）。

B. **AND WHEREAS** the Landlord is desiring and willing to rent out part of the plot measuring 1451 square meters, covering a space on which he has constructed a 13 storey building which is in the final stages of completion (hereinafter this building together with its said surrounding area called **"the demised premises"**);

鉴于出租方希望并愿意出租该地块的一部分，该部分占地 1451 平方米，其中包含一栋 13 层高的建筑，该建筑目前正处于最终完工阶段（以下简称“租赁物业”）。

C. **AND WHEREAS** the Tenant, a company registered under the laws of Tanzania is looking for a place to rent and, having seen the demised premises, he has expressed to the Landlord her desire and willingness to rent the same;

鉴于承租方是一家根据坦桑尼亚法律注册的公司，正在寻找可租赁的场所，并在查看了租赁物业后，向出租方表达了其租赁该物业的意愿和意向；

D. **AND WHEREAS** the Landlord and the Tenant have held meetings and have reached a conclusion to take forward their desires and willingness by entering into the landlord-tenant relationship on the terms herein appearing;

鉴于出租方与承租方已举行会议，并达成一致决定，以本合同所载条款建立房东与承租方之间的租赁关系，以推进双方的意愿和需求；

E. **AND WHEREAS** the Parties agree that this contract has been drafted, concluded and executed solely in the English language, with the Chinese writings appearing herein being inserted by or for the Tenant for her reference only and not having any legal effect. In the event of any discrepancy, ambiguity, or dispute

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regarding the interpretation, clarification, or enforcement of any provision of this contract, the English version shall prevail and be deemed the authoritative and sole text of the contract.

鉴于双方同意本合同以英文起草、订立并执行，其中出现的中文文字仅由承租人插入或为承租人参考之用，不具有任何法律效力。如本合同的任何条款在解释、澄清或执行方面存在不一致、歧义或争议，应以英文版本为准，并视为合同的唯一权威文本。

**NOW THEREFORE it is HEREBY AGREED** by and between the Landlord and the Tenant as follows:-  
现出租方和承租方达成的协议如下：

1. That the Landlord **HEREBY** rents out to the Tenant and the Tenant **HEREBY** rents from the Landlord the demised premises under, and subject to, the terms herein appearing;

出租方特此将租赁物业租赁给承租方，承租方同意从出租方处租赁物业，并根据本合同条款行使权利和承担义务；

2. The tenancy of the demised premises created in this contract shall be for a term of **ten (10) years** from the **1<sup>st</sup> day of May 2025 to the 30<sup>th</sup> day of April, 2035** whereas the period running from **1<sup>st</sup> May 2025 to 31<sup>st</sup> October 2025 shall be a rent-free period;**

本合同所创设的租赁关系期限为十（10）年，从2025年5月1日开始至2035年4月30日结束，其中自2025年5月1日至2025年10月31日为免租期。

3. The Landlord shall **hand over** the whole of the demised premises for the occupation and use of the Tenant for the whole of the tenancy period on or by **1<sup>st</sup> May, 2025**. Upon the handover date, the Landlord shall ensure that the demised premises are delivered in a clean and vacant condition, free from any construction materials, debris, or temporary structures. The Landlord specifically agrees that all construction materials, including but not limited to metal fencing, shall be completely removed before the handover to the Tenant. A proper inspection of the building shall be made to ascertain the state of the building before the handover of the same to the Tenant.

出租人应在2025年5月1日或之前将全部租赁房屋交付承租人占用和使用，租赁期限自交付之日起算。出租人应确保在交付日，租赁房屋处于清洁和空置状态，不含任何建筑材料、废弃物或临

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时结构。出租人明确同意，在交付前应彻底清除所有建筑材料，包括但不限于金属围栏。在交付前，应对建筑物进行适当的检查，以确认其状况。

3.1. In the event that the Landlord fails to hand over the demised premises to the Tenant on or before 1st May 2025, in accordance with the conditions stipulated in this contract, the Landlord shall be liable to pay the Tenant a penalty equivalent to ten percent (10%) of the monthly rental rate applicable for the particular year for each day of delay until the date of actual handover. Such penalty shall be payable immediately upon demand and may be deducted from any payments due to the Landlord under this contract.

如果出租方未能在 2025 年 5 月 1 日或之前，按照本合同中规定的条件，将租赁物业交付给承租方，出租方应向承租方支付相当于该特定年份月租金 10% 的罚款，按每日延误计算，直到实际交付日期为止。该罚款应在要求时立即支付，并可从本合同项下应支付给出租方的任何款项中扣除。

4. That the **consideration** at which the Tenant is renting the demised premises shall be **Tanzanian shillings 145,000,000 (One hundred and forty-five million) VAT inclusive** per annum, whereby each month the tenant shall be responsible to pay **Tsh. 12,083,333.33 (Twelve million, eighty-three thousand, three hundred thirty-three and thirty-three cents)** to be paid every six months in advance after the first year but excluding the rent free period as stipulated under clause 2 of this agreement.

承租方租赁租赁物业的租金为每年坦桑尼亚先令 145,000,000（壹亿四千五百万），含增值税，其中每月租金为坦桑尼亚先令 12,083,333.33（壹千二百零八万三千三百三十三点三三先令），承租方应在第一年后每六个月提前支付一次，但不包括本协议第 2 条所规定的免租期。

5. That the Tenant shall pay the rent to the Landlord's nominated bank account for the demised premises mentioned hereinabove on or by the dates mentioned hereunder:

承租方应按下列日期，将租金支付至出租方指定的银行账户，用于支付上述提到的租赁物业的租金：

Rental period 租赁时段	Term 期限	Amount (TZS) 金额	Due 付租金日
First year – 12 months	1 <sup>st</sup> November 2025 – 31 <sup>st</sup> October 2026	72,500,000.	2 <sup>nd</sup> April, 2025
1 <sup>st</sup> six months of the second year	1 <sup>st</sup> November 2026 – 30 <sup>th</sup> April 2027	72,500,000.	Handover date (1 <sup>st</sup> May 2025)



*Signature of the Landlord*

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*Signature of the Tenant*

2 <sup>nd</sup> six months of the second year	1 <sup>st</sup> May 2027 – 31 <sup>st</sup> October 2027	72,500,000	16 <sup>th</sup> April 2027
1 <sup>st</sup> six months of the third year	1 <sup>st</sup> November 2027 – 30 <sup>th</sup> April 2028	72,500,000	17 <sup>th</sup> October,2027
2 <sup>nd</sup> six months of the third year	1 <sup>st</sup> May 2028 – 31 <sup>st</sup> October 2028	72,500,000	16 <sup>th</sup> April, 2028
1 <sup>st</sup> six months of the fourth year	1 <sup>st</sup> November 2028 – 30 <sup>th</sup> April 2029	72,500,000	17 <sup>th</sup> October,2028
2 <sup>nd</sup> six months of the fourth year	1 <sup>st</sup> May 2029 – 31 <sup>st</sup> October 2029	72,500,000	16 <sup>th</sup> April, 2029
1 <sup>st</sup> six months of the fifth year	1 <sup>st</sup> November 2029 – 30 <sup>th</sup> April 2030	72,500,000	17 <sup>th</sup> October,2029
2 <sup>nd</sup> six months of the fifth year	1 <sup>st</sup> May 2030 – 31 <sup>st</sup> October 2030	72,500,000	16 <sup>th</sup> April, 2030
1 <sup>st</sup> six months of the sixth year	1 <sup>st</sup> November 2030 – 30 <sup>th</sup> April 2031	72,500,000	17 <sup>th</sup> October,2030
2 <sup>nd</sup> six months of the sixth year	1 <sup>st</sup> May 2031 – 31 <sup>st</sup> October 2031	72,500,000	16 <sup>th</sup> April, 2031
1 <sup>st</sup> six months of the seventh year	1 <sup>st</sup> November 2031 – 30 <sup>th</sup> April 2032	72,500,000	17 <sup>th</sup> October,2031
2 <sup>nd</sup> six months of the seventh year	1 <sup>st</sup> May 2032 – 31 <sup>st</sup> October 2032	72,500,000	16 <sup>th</sup> April, 2032
1 <sup>st</sup> six months of the eighth year	1 <sup>st</sup> November 2032 – 30 <sup>th</sup> April 2033	72,500,000	17 <sup>th</sup> October,2032
2 <sup>nd</sup> six months of the eighth year	1 <sup>st</sup> May 2033 – 31 <sup>st</sup> October 2033	72,500,000	16 <sup>th</sup> April, 2033
1 <sup>st</sup> six months of the ninth year	1 <sup>st</sup> November 2033 – 30 <sup>th</sup> April 2034	72,500,000	17 <sup>th</sup> October,2033
2 <sup>nd</sup> six months of the ninth year	1 <sup>st</sup> May 2034 – 31 <sup>st</sup> October 2034	72,500,000	16 <sup>th</sup> April, 2034
1 <sup>st</sup> six months of the tenth year	1 <sup>st</sup> November 2034 – 30 <sup>th</sup> April 2035	72,500,000	17 <sup>th</sup> October,2034



*Imu Pan Koberge*

6. That in the event of a delay in making payments of rent payable under this contract, the same shall be paid with a cumulative interest of 10% of the delayed rent per day (or a portion thereof) for which such payments shall stand delayed. It is stated for avoidance of doubt that the entitlement of the Landlord to enjoy the mentioned extra payment in the cases of delay shall not be taken as authorizing the delay or limiting in any way any of the rights and remedies of the Landlord against the Tenant for such delay that may be available to him under this contract or the law against the Tenant on account of such delay;

如果承租方未按本合同约定及时支付租金，则应按每日延迟租金的 10%（或其部分）支付累计利息。为避免疑义，特此声明，在延迟支付租金的情况下，出租方享有上述额外支付的权利，并不意味着授权承租方延迟支付，也不以任何方式限制出租方根据本合同或法律对承租方采取的因延迟支付所采取的任何权利和救济措施。

7. The parties are signing this contract with the understanding that the demised premises are still under construction, which is expected to be completed by the 30<sup>th</sup> day of April 2025, immediately prior to the date of commencement of this contract on 1<sup>st</sup> May 2025. The parties state that before executing this contract they carried out a joint inspection of the demised premises at which they identified and listed the missing items which the Landlord is to make good of during the period between today and the date of commencement of the tenancy period. The list is contained in the sheet of paper whose copy is annexed hereto and countersigned by both the parties marked "Annexure B" to form part of this contract;

双方签署本合同时，理解租赁场地仍在建设中，预计将于 2025 年 4 月 30 日完成，恰好在本合同于 2025 年 5 月 1 日生效之前。双方声明，在签署本合同之前，已共同对租赁场地进行了检查，并识别和列出了出租方在今天至租赁期开始日期之间需要补足的缺失项。该清单载于一张纸上，并附在本合同中，且由双方签字确认，标记为“附件 B”，作为本合同的一部分。

8. The parties are signing this contract with the understanding that by the time of commencement of this contract, the Tenant will undertake the installation of the necessary plumbing and sanitary systems and equipment that are critical for occupation. Such equipment includes toilets, washing hand basins, showers, bathtubs, kitchen sinks, water heaters and other related sanitarities. The parties record their understanding of this matter as follows:

双方签署本合同的前提是，在本合同生效时，承租人将负责安装必要的管道及卫生系统和设备，以确保房屋可供使用。该等设备包括但不限于马桶、洗手盆、淋浴、浴缸、厨房水槽、热水器及其他相关卫生设施。双方对此事项的理解记录如下：

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(a) That the plumbing and related sanitary system installation within the demised premises was initially in the plans of the Landlord, who had established the items that he would fix, the layout and designs of installation of the same and the costs thereof, including labour charges, which together was budgeted to cost a total of **TZS 147559898.93** as per the detailed and itemized list contained in the sheet signed by him and countersigned by the Tenant herein to signify their agreement annexed hereto marked as Annexure C to form part of this contract;

该物业内的管道和相关卫生系统的安装最初由房东规划，房东已确定其将安装的项目、安装的布局和设计及其费用，包括劳动费用，总预算为坦桑尼亚先令 147,559,898.93，具体和详细的项目清单见房东签署并由租户在此处签字确认的文件，作为本合同的附件 C，构成合同的一部分。

(b) That the Tenant has expressed a desire and submitted a proposal to install a plumbing and sanitary system and equipment within the demised premises by herself to be sure it suits her tastes in respect of the use to which she wants to put the demised premises during her tenancy;

承租人已表示希望自行在租赁房屋内安装管道及卫生系统和设备，并提交了相关提案，以确保所安装的设施符合其在租赁期间对租赁房屋的使用需求和个人偏好。

(c) The Landlord has agreed to the proposal of the Tenant, and then the two have agreed and they hereby agree, that the Tenant shall install the best and new sanitary system and equipment within the demised premises under the terms appearing in Clause 9 hereinbelow;

出租人已同意承租人的提案，双方已达成一致并特此同意，承租人将在租赁房屋内按照下文第 9 条的条款安装最佳且全新的卫生系统和设备：

9. That the parties agree that the modification of the demised premises in the aspect of procurement and installation of the sanitary system and equipment shall be done by the Tenant. The following provisions shall govern this aspect:

双方同意，租赁房屋在采购和安装卫生系统及设备方面的改造将由承租人负责。以下条款将适用于此方面：

(a) In the installation of the sanitary system the Tenant may do more or the same but not less in quality and quantity than the planned work by the Landlord unless she gets a special written consent of the Landlord; 在安装卫生系统时，承租人可进行与出租方计划相同或更好质量和数量的工作，但不得低于出租方计划的标准，除非获得出租方的书面同意；

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(b) The money to be spent in this process shall be immediately raised by the Tenant but, subject to paragraphs (c) and (d) below, the same shall ultimately be borne by the Landlord who shall refund the same to the Tenant;

承租人在此过程中所需的费用应由承租人自行支付，但根据以下第(c)和(d)条款，最终由出租方承担，出租方应将费用偿还给承租人；

(c) The amount of **TZS 14,7559,898.93** mentioned in clause 8 (a) hereinabove, being the agreed amount which the Landlord would have spent in the installation of the sanitary system in the absence of this contract, represents the maximum amount refundable by the Landlord to the Tenant under this clause and the preceding clause of this contract. The extra costs incurred by the Tenant in the installation of the system, if any, shall not be subject to refund by the Landlord;

第 8(a)条中提到的 TZS 14,7559,898.93（坦桑尼亚先令一亿四千七百五十五万九千八百九十八点九三），即在未签订本合同时房东为安装卫生系统所支付的约定金额，是房东根据本条及前述条款向租户退款的最高金额。租户在安装系统过程中如产生额外费用，房东不予退款；

(d) That the Tenant shall recover the refundable amount under this clause by deduction of an amount of fifty percent (50%) of the total rent payment for each installment under this contract from the rent of the third year of the contract until the total sum incurred and refundable is recovered. That is to say, the Tenant shall be taken to have discharged her obligation to pay rent under this contract if she disburses to the Landlord at least fifty percent (50) of the rent due for the first six months of the third year of the contract, 50% of the second six months of the contract and so on until the full sum is fully reimbursed. Any such sum deducted shall amount to a refund of the sanitary installation costs by the Landlord under this clause.

承租人应通过从本合同第三年租金中的每期租金中扣除 50%的金额，以此方式逐步收回本条款下的可退款金额，直到全部退款金额被收回。即，若承租人支付给出租人的款项至少为第三年租期前六个月租金的 50%，第二个六个月的 50%，依此类推，直到全部款项全额退款，承租人即视为已履行了根据本合同支付租金的义务。任何此类扣除金额将视为出租人在本条款下对卫生设施安装费用的退款。

(e) That the whole of the materials installed on the demised premises by the Tenant in the installation of the sanitary system and equipment shall be part of the demised premises. Hence, they shall be subject to the usual clause of wear and tear, and they shall be maintained and replaced from time to time and shall not be

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removed at the end of the contract and they shall be handed back to the Landlord as part of the demised premises.

承租人安装在租赁物业内的所有卫生系统和设备材料将成为租赁物业的一部分。因此，这些材料应受正常磨损的条款约束，并应定期维护、更换，且在合同期满后不得移除，应作为租赁物业的一部分交还给出租方；

- (f) That immediately after the installation of the sanitary system and related equipment, the Tenant shall provide to the Landlord an inventory of installed equipment for record keeping and verification at the expiry of the tenancy period.

在卫生系统及相关设备安装完成后，承租人应立即向房东提供已安装设备的清单，以便记录存档，并在租赁期满时进行核查。

10. The Landlord is committed to converting the purpose of the land use from the current status of residential use to commercial use within about four months from the date of execution of this contract to enable the Tenant to undertake its business operations. The Landlord shall ensure that the property complies with all relevant building codes and safety standards. The tenant will be responsible for structural repairs, building systems (including but not limited to HVAC and plumbing), and common area maintenance as provided herein. Once the land use conversion is completed, the Tenant shall be responsible for obtaining all necessary licenses, permits, and authorizations that may be required for their business activities on the demised premises at the Tenant's own cost. The Landlord shall indemnify the Tenant for any losses, damages, fees, costs that shall arise as a result of structural issues or safety standards of the demised premises other than those caused by the tenant during conversion of the property to commercial use.

出租人承诺将在本合同签署后的约四个月内，将土地使用性质从当前的住宅用途转换为商业用途，以便承租人开展业务运营。出租人应确保该物业符合所有相关的建筑规范和安全标准。承租人将负责结构修复、建筑系统（包括但不限于暖通空调系统和管道）以及公共区域的维护，具体责任按本合同规定执行。土地用途转换完成后，承租人应自行负责获取开展业务所需的所有必要许可证、执照和授权，并承担相关费用。出租人应赔偿承租人因物业结构问题或安全标准不符合要求而产生的任何损失、损害、费用或成本，但不包括在物业转换为商业用途过程中，承租人所造成的损失。

11. In addition to what has been stated above, except as expressly stated otherwise herein, the Tenant: -

除上述内容外，承租人：

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(a) shall pay the periodic rent required on or by the days aforesaid;  
应在上述规定的日期或之前支付所需的定期租金;

(b) shall withhold 10% of the total annual rent as withholding tax in accordance with applicable tax laws and remit the withheld amount to the Tanzania Revenue Authority (TRA) on an annual basis. The Tenant shall also provide the Landlord with the necessary documentation as proof of payment, including a withholding tax certificate or any other relevant records as required by law.

租户应按照适用的税法规定，从总年租金中扣除 10% 的预扣税，并每年将扣除的金额汇款至坦桑尼亚税务局（TRA）。租户还应向房东提供必要的支付证明文件，包括预扣税证书或任何法律要求的相关记录。

(c) Shall pay 1% of the Annual Rent as Stamp duty Tax.

应支付年租金的 1% 作为印花税。

(d) shall bear and discharge all charges in respect of water, electricity, sanitary services, telephone, guard and insurance of her assets and the contents, taxes payable under the tenancy and for her businesses, and any other like services from the time of taking possession of the demised premises to the date of handing back possession of the same;

承租人应承担并支付所有与水、电、卫生服务、电话、保安及其资产和财产保险、租赁期间应缴纳的税款以及与其业务相关的税费，以及任何其他类似服务的费用，从承租人占用租赁房屋之时起，直到将房屋归还的日期为止；

(e) shall not make any alteration to alter the exterior structure of the building on the demised premises without a written consent of the Landlord. Limited structural changes in the interior of apartments from floors 1 to 13 of the building are allowed for better space management. Minor repairs to the entire building are allowed and shall always be, and remain to be, the responsibility of the Tenant and may be carried out at any time, and at the Tenant's costs and without need of consent of the Landlord. Minor repairs for the purposes of this contract shall include repair of water taps, sinks, toilets, repair of or replacement of electric switches, bulb, tube lights, fan, air conditioners, door locks, painting, window and door fittings, repair of generators and all such repairs;

未经出租人书面同意，承租人不得更改或改变租赁房屋建筑物的外部结构。建筑物 1 至 13 层的内部可进行有限的结构调整，以便更好地利用空间。对整个建筑物的轻微修理是允许的，且始终由承租人负责，并可随时进行，承租人自负费用，无需出租人同意。根据本合同，轻微修理包括修

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孙金伟



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理水龙头、洗手池、马桶、更换电开关、灯泡、灯管、电风扇、空调、门锁、油漆、窗户和门配件、发电机等。

- (f) may make alterations, additions, or improvements to the demised Premises such as the main entrance without the prior consent of the Landlord, provided that such alterations do not affect the load-bearing walls or structural integrity of the building. The Tenant shall ensure that all alterations comply with applicable laws, regulations, and building standards;

可在未经出租方事先同意的情况下对租赁物业进行更改、增加或改进（如主入口），前提是此类更改不影响承重墙或建筑物的结构安全性。承租人应确保所有更改符合适用的法律、法规和建筑标准；

- (g) shall hire her own security personnel to safeguard the demised premises in relation to the number of security personnel, their working hours, and the scope of their duties as deemed necessary for the safety and protection of the demised premises, staff, visitors, and assets;

应雇佣自己的保安人员，保障租赁物业的安全，保安人员的数量、工作时间和职责范围应由承租人根据物业安全和保护需要自行决定；

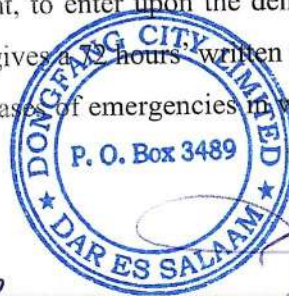
- (h) shall keep the interior of the demised premises including all windows, glass (whether internal or external), locks, fasteners, drains, sanitary and water pipes, fixture and additions thereto clean and in tenantable repair and condition throughout the lease term without any structural alterations except such alterations as are expressly allowed under this contract, provided that normal wear and tear shall be taken to have been authorized by the Landlord upon signing this contract and shall be done at the cost of the Tenant;

承租人应保持租赁房屋内部，包括所有窗户、玻璃（无论是内部还是外部）、门锁、固定装置、排水管、卫生管道、设施及其附加物的清洁，并保持其在整个租赁期内处于适宜居住的修缮和状态，不得进行任何结构性改动，除非本合同明确允许的改动。正常的磨损和老化应视为在签署本合同时已获得出租人的授权，并且相关费用应由承租人承担；

- (i) shall permit the Landlord and/or his agents with or without workmen and others and with all necessary appliances at all reasonable time and by prior appointment, to enter upon the demised premises and to examine the condition of the same, provided the Landlord gives a 12 hours written notice to the Tenant in advance which shall be consented by the Tenant, save in cases of emergencies in which case a shorter or

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如果房东在收到上述第(a)段所述的通知后，在第(b)段或第(c)段所规定的方式和时间内没有作出回应，则租户有权推断其关于续租的提议已按本合同中所列条款接受，并且本合同将以相同的条款续签十年，所有条款仍然适用，唯一的例外是续租期将包括新的租金支付，并且不再有免租期。

- (f) Upon receipt of the Landlord's reply with new terms as stated in **paragraph (c)** above, the Tenant, if it does not agree with the new terms, it shall, within **60 days** from the day it received counter notice of renewal under the said new terms, communicate to the Landlord in writing its refusal to the renewal. The Tenant's silence until the 60 days expire shall mean that it agrees with the renewal under the stated new terms, and that silence shall renew the contract for another period of **10 years** under the said new terms plus the terms herein not affected by those changes' *mutatis mutandis* that the renewed tenancy shall include new rental payments and shall not have any rent free period.

在收到出租方按照(c)款提出的新条款续签提议后，如承租方不同意新条款，则应在收到出租方新条款通知之日起 60 天内，以书面形式通知出租方其拒绝续签。若承租方在 60 天内保持沉默，则视为同意按新条款续签合同，并且合同将在新条款以及未受影响的现有条款的基础上续签 10 年，必要变更除外。

30. That the parties are concluding this contract being aware that the demised premise covered by the detailed tenancy terms hereinabove is only part of the plot- Plot 62, Ursino South, Dar es Salaam. The parties recognize that the plot is made of another part covering a total of 1,063 square meters on which there is constructed a 3 storey building and a parking area and security quarters, which is not part of the tenancy terms stated hereinabove. The parties confirm here that they have agreed in principle to extend their tenancy relationship to this particular part of the plot- the 3-storey building with its surrounding area(hereinafter the building and its area called 'the 3 storey premises') on the following understanding and terms:

双方在签署本合同时已明确知道，以上详细租赁条款所涉及的租赁场所仅为地块 Plot 62, Ursino South, Dar es Salaam 的一部分。双方确认该地块还包括另一部分，总面积为 1,063 平方米，上面建有一座 3 层楼的建筑以及停车区和安保宿舍，该部分不包括在上述租赁条款中。双方在此确认，已原则上同意将租赁关系扩展至该地块的特定部分——即这座 3 层楼建筑及其周围区域（以下简称“3 层楼场所”），并在以下理解和条款下进行。

- 30.1 That the 3 storey building is a complete structure with three (3) floors, each with two (2) apartments, hence six (6) apartments in total;

续租



*[Handwritten signature]*

该 3 层楼建筑是一座完整的建筑，拥有三（3）层，每层有两个（2）公寓，总共有六（6）个公寓；

30.2 Apart from one apartment on the ground floor, namely Apartment Number1 , all the other apartments of the 3 storey building are currently occupied by different tenants, each with separate tenancy agreement and respective expiry date;

除了位于底层的一个公寓，即公寓编号 1 外，其他所有公寓目前都已由不同的租户占用，每个租户都有单独的租赁合同及相应的到期日期；

30.3 The parties have agreed that the whole 3 storey premises shall be rented out by the Landlord to the Tenant for the minimum duration of nine and half years ending on the 30<sup>th</sup> day of April, 2035.

双方已同意，整座 3 层楼场所将由房东出租给租户，租期为至少九年半，至 2035 年 4 月 30 日结束；

30.4 The parties hereby agree that rent for each of the apartments falling vacant for the duration of up to 30<sup>th</sup> September, 2025 shall be USD 1,100 (One thousand one hundred) per month.

双方在此同意，在 2025 年 9 月 30 日前，所有空置公寓的租金为每月 1,100 美元；

30.5 The Landlord has guaranteed that all the six (6) apartments shall be vacant on or by the 30<sup>th</sup> day of September 2025. Consequently, the parties have agreed that the initial contract on the tenancy of the 3 storey premises shall last until the 30<sup>th</sup> day of September 2025, and on that understanding, the parties hereby agree and state:

房东已保证，所有六（6）个公寓将在 2025 年 9 月 30 日或之前空置。因此，双方已同意，关于 3 层楼场所的初始租赁合同将持续至 2025 年 9 月 30 日，并在此理解下，双方在此同意并声明：

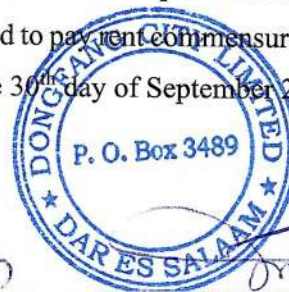
(a) That the Landlord hereby rents out to the Tenant and the Tenant hereby rents from the Landlord individual vacant apartments in the 3 storey building up to the 30<sup>th</sup> day of September 2025 at the rate of USD 1,100 per apartment and under the terms contained in this clause;

房东在此将 3 层楼场所租赁给租户，租户在此也将 3 层楼场所从房东处租赁，租期至 2025 年 9 月 30 日，每个公寓租金为 1,100 美元，且根据本条款的条款执行；

(b) That the effective date by which the tenant will become tenant for each apartment shall be the date a particular apartment becomes vacant. The Tenant shall be obliged to pay rent commensurate with the length of the period from the date the apartment becomes vacant to the 30<sup>th</sup> day of September 2025;

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张元飞



Signature of the tenant, Mmuu Dankobeze

每个公寓租赁关系的生效日期为该公寓空置的日期。租户应按该公寓空置至 2025 年 9 月 30 日的期间支付相应的租金；

- (c) Rent for each of the remaining 5 apartments shall be of the sum commensurate with the duration of its tenancy and shall be paid within 5 (five) days of the Landlord's notification to the tenant of its falling vacancy;

其余五个公寓的租金应与租期长度相应，并应在房东通知租户该公寓空置后的五（5）天内支付；

- (d) During the period when some of the apartments are still occupied by different tenants from the Tenant, the Tenant shall use the rented premises in such a manner as not to injure the enjoyment of the other occupants of the 3 store building, particularly in the common areas;

在部分公寓仍由其他租户占用的期间，租户应以不影响其他租户使用该楼层场所，特别是公共区域的方式使用租赁场所；

- (e) The parties shall sit down later on the date or dates they will find convenient to set up the terms of the tenancy of the 3 storey premises for the period from the 1<sup>st</sup> day of October, 2025 to the 30<sup>th</sup> day of April, 2035, such terms being inclusive of the applicable rent for the whole building and a percentage by which rent shall be increased from time to time during that tenancy.

双方将另行商定一个日期，讨论从 2025 年 10 月 1 日至 2035 年 4 月 30 日租期内的 3 层楼场所租赁条款，其中包括整个建筑的适用租金以及在该租赁期内租金上涨的比例；

- (f) The Landlord agrees to rent out the additional three-storey building exclusively to the Tenants for the period as outlined above. In the event that the Landlord fails, delays, or neglects to lease the additional three-storey building to the Tenant in accordance with the agreed timelines and terms, the Landlord shall be liable to refund any rent paid by the Tenant for the unused tenancy period. Additionally, the Landlord shall compensate the Tenant with a penalty of 3% of the total annual rent for the three-storey building per day, calculated from the date the building should have been rented out until the day the Landlord finally rents out the building to the Tenant.

房东同意按上述条款独家出租这座 3 层楼建筑给租户。如果房东未能按约定的时间表和条款将额外的 3 层楼建筑租赁给租户，房东应退还租户支付的未使用租赁期的租金。此外，房东应赔偿租户每日 3% 的 3 层楼建筑年租金作为罚金，计算从建筑应租出日期起至房东最终将建筑租赁给租户的日期为止。

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31. Each party hereto irrevocably undertakes to perform its/his part and do whatever is naturally necessary to be done by its/his side to give this contract its intended life and effects.

双方在此不可撤销地承诺履行其各自的义务，并做出任何自然必要的行为，以确保本合同实现预期的效果和目的。

**IN WITNESS WHEREOF** the parties hereto have duly executed these presents on the date, month and the year and in the manner hereinafter appearing:

兹证明，双方已正式签署本合同，并依照下述日期、月份、年度及方式履行其义务：

**IN WITNESS WHEREOF** the parties hereto have hereunto put their hands to these presents in the day, year and manner hereinbelow appearing:

兹证明，双方已于下述日期、年度及方式在本合同上签署，以昭信守：

**SIGNED** at Dar es Salaam by the said )

**GILBERT MURASHANI BANKOBEZA** )

who is known to me personally/ identified )

to me by ..... )

the latter being known to me personally )

this 27<sup>th</sup> day of March, 2025 )

*(Handwritten signature of Gilbert Murashani Bankobeza)*  
.....  
**GILBERT MURASHANI BANKOBEZA**  
**(THE LANDLORD)**

**IN MY PRESENCE**

**NAME:**

*PAULO PATIFALU (MYERT)*  
.....

**QUALIFICATION:**

**NOTARY PUBLIC**

**ADDRESS:**

*PO BOX 38075 DAR*  
.....

*E.S. SALAMU*  
.....

**SIGNATURE:**

*(Handwritten signature of Paulo Patifalu Myert)*  
.....



**SEALED** at Dar es Salaam with the )

.....

*(Handwritten mark)*

*(Handwritten mark)*

SEALED at Dar es Salaam with the )  
COMMON SEAL/STAMP of the said )  
DONGFANG CITY LIMITED. )  
this .... day of March, 2025 )



**IN OUR PRESENCE**

**NAME:** ..... Xu Yuanpei  
**QUALIFICATION:** DIRECTOR  
**ADDRESS:** .....  
**SIGNATURE:** ..... [Signature]

&

**NAME:** ..... ~~PAULO PA~~ Su Jinwei  
**QUALIFICATION:** DIRECTOR/SECRETARY  
**ADDRESS:** .....  
**SIGNATURE:** ..... [Signature]

**DRAWN BY**

PAULO PATIENCE HYERA (ADVOCATE)  
WAKILI AND ASSOCIATES.

[Signature]



"A"  
TANZANIA

C.1



# Certificate of Incorporation of a Company

Section 15

No: 182667234

I HEREBY CERTIFY THAT

**DONGFANG CITY LIMITED**

is this day incorporated under the Companies Act, 2002  
and that the Company is Limited.

GIVEN under my hand at Dar es Salaam this 24<sup>th</sup> day of  
FEBRUARY TWO THOUSAND AND TWENTY FIVE.



PRINC ASST. REGISTRAR OF COMPANIES

B

10 February 2025

Thank you for the opportunity to rent your property. I understand that the house is still under renovation. Before the official handover, I kindly request the completion of the following essential works as a priority, while I will handle the remaining renovations and furnishing myself:

1. **Tile Installation** – Tiles should be fully installed throughout the entire property.
2. **Wall Treatment** – All walls should be plastered and painted white.
3. **Air Conditioning Installation** – All air conditioning units should be installed and fully operational.
4. **Safety Features** – Protective railings, doors, and windows should be securely installed.
5. **Elevator Installation** – The elevator should be fully installed and operational.
6. **Wardrobe Installation** – Built-in wardrobes should be installed in the designated areas.
7. **Water and Electricity Supply** – Water and electricity should be fully connected throughout the property, with functional access points in each room. Both hot and cold water supply should be available.
8. **Basement Completion** – All necessary construction and equipment installations in the basement should be fully completed. The drainage system must meet required standards.

Xiao Bai  
2025

Yuan shi jia

James Sanderson  
2025

2025

2025




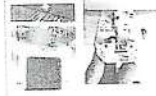



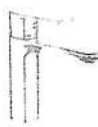


2025

**image**  
Italy Bathroom

**GUESS**

销售订单  
Proforma Invoice

佛山市美仕卫浴有限公司  
Foshan IMAGE Bathroom Co., Ltd  
品牌 Brand: 1. IMAGE 2. GUESS 3. VIGORBOOM  
Company Email: info@imagebathroom.com www.imagebathroom.com  
服务热线 (Supervise Hotline): 0086-15919068384 (WhatsApp&Wechat)  
地址: 广东 (中国) 佛山市禅城区季华西路创意国际市场 261518-28号  
Add: No.18-28th, Building 26th, CASA Sanitarywares Market, Jihua 4th Road, Chancheng District, Foshan City, Guangdong, China

客户名称 Customer Company:		地址 地址 KWAYU		订单号 PI No.:		WD20250218								
联系人 Contact Person:				报价日期 Quotation Date:		FEB. 18TH, 2025								
联系电话 Contact Mobile:				交货日期 Delivery Date:		30 DAYS								
客户国家 Customer Nationality:				报价条款 Price Term:		EXW								
地址 Buyer Add.:				销售及与采购电话 Sales:		Tina-13630016072								
邮箱 Buyer E-mail:				销售邮箱 Sales Email:		info@imagebathroom.com								
No.	Model No.	Pictures	Description	Products Details	Size(mm)	Color	Order QTY	Unit Price	Total Amount	Remarks	CBM/PC	KG/PC	TOTAL CBM	TOTAL KGS
序号	型号	产品图片	产品名称	产品描述	产品规格	颜色	数量	单价	金额	备注	体积	重量	总体积	总重量
1	K16B002		连体冲马桶 Washdown One-piece Toilet	水件 Water supplies: WOI 盖板 Toilet lid: UF 排水方式 Drainage way: P.180	700x370x810	白色 White	22	¥523	¥11,506		0.22	48	4.84	1056
2	K16B002		连体冲马桶 Washdown One-piece Toilet	水件 Water supplies: WOI 盖板 Toilet lid: UF 排水方式 Drainage way: S.2.31/310	700x370x800	白色 White	63	¥523	¥43,409		0.22	48	18.26	3984
3	SF10X15N		电热水箱 Electric water heater	15L, 230V, 1500W, UK plug	355*355*320	白色 White	92	¥350	¥32,200		0.08	9	7.36	828
4	E-A10118		花洒 Shower	三功能, 铜 Three functions Copper	如样品 As sample	银色 Chrome	63	¥400	¥33,200		0.06	6	4.98	498
5	KY-1		角阀 Angle Valve	铜 Copper	如样品 As sample	银色 Chrome	550	¥22	¥12,100		0.003	1	1.65	550
6	K29A002-2		艺术盆 art basin	陶瓷 Ceramic	510x360x130	白色 white	105	¥235	¥24,910		0.03	9	3.18	954
6.2	DG01210		面盆龙头 Basin Mixer	铜 Copper	如样品 As sample	银色 Chrome	106	¥163	¥17,808		0.02	2	2.12	212
6.3	E-4100001		洗手盆 Drainer	铜 Copper	如样品 As sample	银色 Chrome	106	¥54	¥5,724		0.005	0.8	0.53	84.8
7	K37033D		立式小便斗 Urinal	地排S-trap 配感应器 Equipped with a sensor	355x350x510	白色 white	3	¥785	¥1,570		0.11	25	0.22	50

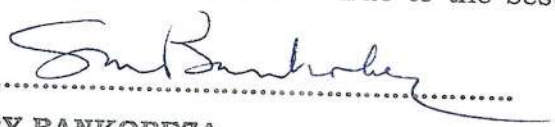
"D"

**SPOUSAL CONSENT TO THE DISPOSITION OF LANDED PROPERTY**

**I, SYLVIA MARY BANKOBEZA** female, adult, Christian of **63 Oporoito Street , 14108, Mwananyamala, Kinondoni, Dar es Salaam**, do hereby swear and state as follows:


1. That I am the wife and the only wife of **GILBERT MURASHANI BANKOBEZA**;
2. That my husband is the registered owner of a right of occupancy of the land described as **Plot No. 62, Ursino South, Kinondoni, Dar es Salaam** Region, bearing Title No. **177695** and all the unexhausted improvements thereon (herei referred to as **'the Property'**);
3. That I know the arrangements that have been on way for the renting out of the property by my husband to **M/S DONGFANG CITY LIMITED** for a term of ten (10) years running from the 1<sup>st</sup> day of April/May, 2025 to the 30<sup>th</sup> day of April, 2035;
4. That I have no objection to the renting of the property being conducted between the two as planned for the duration stated;
5. That I hereby voluntarily and thoughtfully consent to my husband's renting out the property in all aspects as stated in the tenancy contract between my said husband and **M/S DONGFANG CITY LIMITED**, whose draft updated up to the 28<sup>th</sup> day of March, 2025 I have seen
6. That I take this declaration voluntarily and consciously knowing the same to be true and in accordance with *the Oaths and Statutory Declarations Act, Chapter 34 of the Revised Edition n of the Laws of Tanzania, 2002.*

What is stated in paragraphs 1,2,3,4,5 and 6 above is true to the best of my knowledge.



**SYLVIA MARY BANKOBEZA**

**SWORN** and **DELIVERED** at Dar es Salaam by )  
 The said **SYLVIA MARY BANKOBEZA**, who has )  
~~been~~ identified to me by ..... )  
 , the latter being personally known to me )  
 this <sup>27<sup>th</sup></sup> day of March, 2025 )



**SYLVIA MARY BANKOBEZA**

**(LANDLORD'S WIFE)**

IN MY PRESENCE

NAME:

MUSA RAPHAEL TABAGA

ADDRESS:

1671 D519

SIGNATURE:

*[Handwritten Signature]*

QUALIFICATION:

NOTARY PUBLIC/COMMISSIONER FOR OATHS

