

**LEASE AGREEMENT**

**BETWEEN**

**THE REGISTERED TRUSTEES OF AL MUSTAFA INTERNATIONAL FOUNDATION**

**(LESSOR)**

**AND**

**ORUJ ASEMANI LIMITED**

**(LESSEE)**

**ON PLOT NO. 57 BLOCK 2, GEZAULOLE KIGAMBONI, DAR ES SALAAM**

## LEASE AGREEMENT

This lease is made the 20 day of April 2023.

**THE REGISTERED TRUSTEES OF AL MUSTAFA INTERNATIONAL FOUNDATION** of P.O. Box 7465, Dar es Salaam (hereinafter called the "**LESSOR**")

*And*

**ORUJ ASEMANI LIMITED** of Samora Tower, Samora Avenue, Posta, P.O. Box 77124, Dar es Salaam (hereinafter called the "**LESSEE**") of the other part.

**WHEREAS** the **LESSOR** is the lawful owner of all that piece and parcel of land known as Plot No 57 Block No 02, situated at **Gezaulole, Kigamboni, Dar es salaam** and measuring 61,087 square meters of land consisting of various unexhausted improvement and which thereto all of such area shall collectively be referred to in this agreement as the "**DEMISED PROPERTY**."

**AND WHEREAS**, the **LESSOR** is desirous to lease the said **DEMISED PREMISES** to the **LESSEE** for a period of **30 (Thirty) years** commencing on the date of signing this agreement (hereinafter known as Lease Period) and the **LESSEE** is agreeable to the said offer.

**AND WHEREAS**, The Lessee has agreed and hereby undertakes to rent the said land for the said period and upon conditions and in the manner hereinafter stipulated.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

### 1. CONSIDERATION

In pursuance of this agreement, the Lessor shall lease to the Lessee and the Lessee shall take on lease of the demised property at the monthly rent of USD 2000 per month, paid for 24 months at the date of signing this agreement. The lessee shall pay USD 48000 as rent payable for every 24 months.

### 2. LESSEE'S RIGHTS AND OBLIGATIONS

- 2.1. The **LESSEE** hereby covenants with the **LESSOR** as follows: -
- 2.2. To use the demised premises for the purpose of conducting business of the company and not otherwise.
- 2.3. To renovate the demised premise, to suit the needs of the lessee business, which will include building a concrete floor on the whole premise, putting in electricity fence, renovating the walls and putting the safety sign.
- 2.4. To keep the demised premises clean and keep in safety all the fixtures, fittings and make good any destruction at the end of the lease agreement.
- 2.5. Not to sublet or assign the demised premises or any part thereof without the prior written consent obtained from the Lessor. However, The Lessee may, with the written consent of the Lessor assign, sublet or part with possession of the demised premises or any part thereof
- 2.6. To comply with all the regulations as may be promulgated by any legally established authorities in respect of the demised premises.

- 2.7. Not to do or permit to be done anything in or upon the demised premises or any part thereof which may be or become a nuisance, annoyance, damage or inconvenience to the Lessor, occupiers of adjoining property or the neighbourhood (installations and mounting of aerials for radios, televisions and other communications are accepted);
- 2.8. Not to use the demised premises or any part thereof for any illegal or immoral purpose
- 2.9. To undertake all minor repairs in respect of the demised premises.
- 2.10. To pay for all charges in respect of consumed water, electricity, telephone, garbage disposal, and sewerage charges, (including meter rents, if any) in connection with the demised premises during the said term.
- 2.11. To allow the Lessor and/or his officers and agents at all reasonable times to enter upon the property to inspect or carry out repairs or for other purposes in connection with the demised premises.
- 2.12. At the expiration of the Lease term, if no extension or renewal is agreed, to yield up peacefully to the Lessor the said demised premises without removing or taking anything that the lessee has built, repaired, attached or renovated during lease period.
- 2.13. All expenses on account of stamp duty and registration, if any, of this Lease Agreement, shall be borne by the **LESSEES**.

### 3. LESSOR'S RIGHTS AND OBLIGATIONS

The **LESSOR** covenants with the **LESSEES** as follows: -

- 3.1. That the Lessor shall handover the said premises upon payment of the agreeable rent.
- 3.2. To bear, pay and discharge the existing rates, assessment and all such outgoings in respect of the demises prior to this Lease Agreement.
- 3.3. That the lessor and lessee agreed that during the continuity of the leases agreement and paying the rent reserved the rent agreed upon may be revised by the party's prior expiry of this lease term.
- 3.4. That during the tenure of this Lease Agreement the **LESSEE** shall have full rights and mandate to modify, alter, demolish, erect any and or all buildings within the said **Demised Premises**, provided that such developments comply and build in accordance with the laws and regulations as laid down by the relevant authorities.
- 3.5. That the lessor shall inspect the said demised property upon giving the lessee a reasonable notice and if there is need for major maintenance or rehabilitation of the demised premise the lessor and lessee shall agree on the modalities of effecting the required maintenance.
- 3.6. That the lessor shall do maintenance and repair of the gate before counting the date of the lease period.

**4. PROVIDED ALWAYS AND IT IS HEREBY AGREED THAT:**

- 4.1 If at any time during the term of lease for the demised premises or any part thereof shall be destroyed or damaged by fire (not occasioned by the wilful act, neglect or default of the Lessee or his licensees, invitees, visitors or servants) or act of God or force majeure then and in any such cases and so often as the same shall happen the rent herein before reserved or a fair and just proportion thereof according to the nature and extent of the injury sustained shall cease and be suspended during and so long as the premises hereby demised or the destroyed or damaged part shall remain inhabitable or unfit for use by reason of such destruction or damage;
- 4.2 Either the Lessor or Lessee shall be at liberty to terminate this Lease Agreement before expiration of this Agreement upon giving a (30) thirty days' notice to the other party.
- 4.3 If the Lessee shall be desirous of taking a lease of the demised premises for any further term upon the expiration of the term hereby granted, he shall be obliged to give the Lessor a (30) Thirty Days' notice of such desire prior to the expiration of the term hereby granted.
- 4.4 If the Lessee shall have reasonably performed and observed the several stipulations herein contained on his part to be performed and observed up to the termination of the term hereby granted, then the Lessor may let the demised premises to the Lessee for the further term and on such conditions as will be mutually determined by both parties.
- 4.5 That if the lessee decided to terminate the contract before the expiry of the lease period, he shall not be entitled to refund of a rent paid in advance.
- 4.6 That if the lessor decided to terminate the contract before the expiry of the lessee period, he shall refund the lessee the rent paid in advance for the remaining period.

**5. DISPUTE SETTLEMENT.**

Any dispute or difference whatsoever which shall at any time hereafter whether during the continuance of the lease or upon or after its discharge or determination arise between the parties hereto touching or concerning this lease or its construction or effect or as to the rights, duties or liabilities of the parties hereto or any of them under or by virtue of this lease or otherwise or as to any other matter touching on the lease shall be resolved amicably if there is no agreement is reached by the parties, then it shall be submitted before The Court in accordance with the Laws of the land.

**6. THE GOVERNING LAW.**

The validity, interpretation, and performance of this agreement if any shall be governed by the Law of Tanzania.

*IN WITNESSETH WHEREFORE* the parties hereto have duly executed these presents on the days and year and in the manner hereinafter appearing.

Sealed and delivered by the said **Registered Trustees of Al Mustafa International Foundation** who is known to me personally/ Identified to me by ..... the latter being known to me personally

} LESSOR

this 20 day of April 2023

**In Presence of**

1) Name... Sayed Javad Yaghoubi Astanehsari

Signature... [Signature]

Postal Address .....

Designation... Trustee

2) Name: Syed Arif Ali Naqvi

Signature: ... [Signature]

Postal Address: .....

Designation: Trustee

**BEFORE ME:**

Name: EUGENIA VITORIA M...

Signature... [Signature]

Address... [Address]

Date... 20/04/2023

Qualification... ADUC



Sealed and delivered by the said **ORUJI ASEMANI LIMITED**

who is known to me personally/ Identified to me by  
..... the latter being known to me personally

} **LESSEE**

this... 20... day of April..... 2023

**In Presence of**

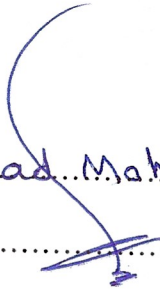
1 Name... Ali Aliasghar Taghavi

Signature... [Signature]

Postal Address [Signature]

Designation... Director


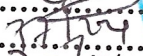
2 Name: ..Ahmad..Mohammed..Ramezani

Signature: .......

Postal Address:.....

Designation: ..Managing Director

**BEFORE ME:**

Name: ..EUGENIA VALERIAN MINJA  
Signature: .......  
Address: .......  
Date: ..20/04/2019  
Qualification: ..ADVOCATE



**DRAWN BY:**

Eugenia Valerian Minja (Advocate)  
Eden Law Chambers,  
10<sup>th</sup> Floor, Samora Tower,  
Samora Avenue, Ilala Municipality,  
P.O. Box 77124,  
**DAR ES SALAAM**