

**LEASE AGREEMENT**

*BETWEEN*

**AHMED RASSAM**

*AND*

**EAST COAST EXPLOSIVES (T) LIMITED**

=====

*In respect of 50 Acres situated at Melela area, Mvomero District Morogoro Region.*

=====

Drawn By:

PARTIES

## LEASE AGREEMENT

This LEASE AGREEMENT is made this 01st day of March 2023

BETWEEN

Ahmed Rassam, of Post Office Box 522, Morogoro (hereinafter called the "Lessor" which expression shall include and extend to persons deriving title under the Lessor, his successors and assigns) of the one part;

AND

EAST COAST EXPLOSIVES (T) LIMITED of Post Office Box 4097, Dar es Salaam (hereinafter called the "Lessee" which expression shall include and extend to persons deriving title under the Lessee, its successors and assigns) of the other part

### PREAMBLE

WHEREAS the Lessor is the owner of 50 acres situated at Melela, Area, Mvomero District, Morogoro Region (hereinafter called the "Lease Premises"); and

WHEREAS the Lessor is desirous of letting the said land to the Lessee and the Lessee is desirous of using the same for Commercial purposes on the terms and conditions as hereinafter appearing,

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS:

### ARTICLE 1 DEFINITIONS

"Agreement" means this Lease Agreement between the Lessor and the Lessee dated the 01<sup>st</sup>. day of March 2023;

"Parties" mean the signatories to this Agreement;

"Lease Period" means the period of the lease, which is Four (4) years starting on the 01<sup>st</sup> day of March 2023;

"Rent" means the monthly rent of Tanzania Shillings of Three Hundred Thousand Only (TZS 500,000/=);

1.1 References to the singular include when the context so admits, references to the plural and vice versa and references to Clauses and Annexes are references to Clauses of and Annexes to this Agreement.

- 1.2 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include companies.
- 1.3 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.
- 1.4 If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceable provision shall be deemed never to have been contained herein. In the event of such invalidity, illegality or non-enforceability, the parties shall use their best efforts to achieve the purpose of the relevant provision by amending the provision in this Agreement and adding a new legally valid and enforceable provision.

## **ARTICLE 2 THE LEASE**

The Lessor hereby demises onto the Lessee the said Lease Premises for a period of Four (4) years commencing from the 01<sup>st</sup> day of March, 2023.

## **ARTICLE 3 RENT PAYABLE**

- 3.1 In consideration of the Lease stated hereinabove, the Lessee shall pay Rent at **Tanzania Shillings Five Hundred Thousand Only (TZS 500,000/=)** per month payable on a monthly basis.
- 3.2 The rent agreed upon may be revised after the expiry of the lease term

## **ARTICLE 4 THE LESSEE'S COVENANTS**

- 4.1 The Lessee hereby covenants to the Lessor as follows:
  - 4.1.1 To use and occupy the Lease Premises solely and exclusively for business purposes only and to be operated by the Lessee or his staff;
  - 4.1.2 To comply with the Municipal by-laws, rules and Health Regulations relating to the Lease Premises and those affecting the business of the Lessee and to obtain or cause to be obtained all authorizations to carry on its business/services at the premises;

- 4.1.3 Not to use the demised premises in any way which would create annoyance or nuisance or any danger or damage to the public or neighbours;
- 4.1.4 To use the demised premises for commercial purposes only provided always that wherever the Lessee wants to use the demised premises for a purpose other than or in addition to the mentioned herein he should do so after consultation with the Lessor and after obtaining written consent from the Lessor;
- 4.1.5 To pay all rates, taxes and other charges for the use of water, electricity, security and sanitary services provided to the Lease Premises by the concerned authorities;
- 4.1.6 Not to assign, underlet, sublet or part with the possession of the demised premises or any part thereof without the written consent of the Lessor;

#### ARTICLE 5

#### THE LESSOR COVENANTS

- (i) To pay all the site rates, land rents and other imposition during the said term.
- (ii) The lessee paying the rent hereby agrees upon observing and performing the covenants and stipulations herein on the part of the lessee contained shall peacefully hold and enjoy the demised premises during the term created without interruption by the lessor.
- (iii) the Lessee shall enjoy the Lessor's unreserved consent to make alterations to the Lease Premises structurally to suit the business undertaking of the Lessee, PROVIDED that such structural alterations and modifications of the Lease Premises shall be carried after consultations and a written consent of the Lessor;

#### ARTICLE 6

#### TERMINATION CLAUSE

If the Lessee, before the expiry of the Four (4) years term desires to terminate this lease, it can only exercise this termination after giving the other party one (1) month written notice of its intention to terminate the lease and shall up to the time of such determination pay the rent and reasonably observe and perform the covenants on its part hereinbefore reserved and contained then immediately on the expiration of such notice the present demise and everything herein contained shall cease and be void without prejudice to the

rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.

#### **ARTICLE 7**

#### **NOTICE AND RENEWAL OF THE AGREEMENT**

The Parties may renew this Agreement by giving each other a notice in writing three (3) calendar months prior to the expiry of this Agreement. Such notice and any other communication or notice by the Parties shall be deemed to have been duly given or made when it shall be delivered by hand to the party to which it is required or permitted to be given or made at such Party's address specified in this Agreement or/and at such other address as such party shall have designated by notice to the other party giving such notice.

#### **ARTICLE 8**

#### **DISPUTE CLAUSE**

Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the aggrieved Party may take legal action at any Court with competent jurisdiction to try the matter at the time of dispute.

#### **ARTICLE 9**

#### **MISCELLANEOUS PROVISIONS**

- 10.1 All matters arising from or in connection to this Agreement shall be governed and construed in accordance with the laws of Tanzania.
- 10.2 This Agreement may be amended at any time in writing by the Parties.
- 10.3 This Agreement shall be in English Language and in two (2) originals of copies.

IN WITNESS WHEREOF the parties herein have hereto signed this Lease on the day, month, year and the manner as hereinafter appearing.

SIGNED AND DELIVERED at Dar es Salaam by the said AHMED RASSAM who is know to me personally or introduced to me by Talib Badar who is known to me personally in my presence this 01 day of 03.....2023

Ahmed Rassam  
LESSOR

Before Me:

Name: OWEN MARK

Signature: Ahmed Rassam

Postal Address: SM

QUALIFICATION: ADVOCATE



SEALED with the COMMON SEAL of the said EAST COAST EXPLOSIVES (T) LIMITED at Dar es Salaam and DELIVERED this 01 day of 03.....2023 in our presence,



Names: TALIB BADAR ALKITHIR

Signature: Talib Badar

Address: SM

Qualification DIRECTOR

Names: MAREY TALIB BADAR ALKITHIR

Signature: Marey Talib

Address: 4097 SM

Qualification DIRECTOR