

An Agreement of Tenancy

Between

Ratna Nidhi Holdings LTD

And

Two Simba Minerals Co. Limited

Tenancy Agreement

This Agreement is made by and between **Ratina Nidhi Holdings LTD** of P.O.BOX 352 Nyang'hwale , Geita(hereinafter called "the **Lessor/ Landlord**") which expression shall, where the context so admits, includes his heirs, derivatives of title, executors, administrators, assigns and successors in title) of the one part;

And

Two Simba Minerals Co. Limited a limited liability company duly incorporated in Tanzania with company number **173551800** whose registered office is at located at Nyang'hwale, Geita with P.O BOX 352 Nyang'hwale,Geita (hereinafter called "the **Lessee/ Tenant**") which expression shall, where the context so admits, includes derivatives of title, executors, administrators, assigns and successors in title) of the other part;

WHEREAS:

- A. The landlord is the lawful owner of 8.76 acres located at Ibalangulu,Mwamakiliga, Izunya in Nyang'hwale District in Geita Region. (Hereinafter referred to as "Premises")
- B. The landlord is desirous of demising unto the lessee/ tenant the premises.
- C. The expression the lessor and the lessee are used in the lease shall include their respective successor and assigns and other persons or companies for the time being entitle to represent them or their estates or deriving title from them.

Now it is agreed as follows:

1. DEMISED PREMISES:

In consideration of the rent hereinafter reserved the lessor/ landlord **DOETH HEREBY LEASES TO** the lessee/ tenant who takes the **PREMISES** situated at 8.76 acres located at Ibalangulu,Mwamakiliga, Izunya in Nyang'hwale District in Geita Region. (Hereinafter referred to as "the Demised premises")

2. TERMS AND CONDITION:

This agreement shall be for a fixed term of 10 year commencing on 06th day of May 2024 and ending on the last day of 5th day of May 2034, renewable every year, and a notice of one Month shall be required of the tenant to extend the tenancy before the end of the period. Shall the tenant not vacate at the termination of this lease, a month-to-month tenancy should not be created.

3. RENT:

The tenant shall pay a monthly rent of **TZS 100,000**. The lessee/ tenant immediately before signing this agreement shall pay rent as agreed by the lessor/ landlord for the premises rented and for the services provided at the rates and terms agreed.

4. THE LESSEE/ TENANT HEREBY COVENANTS WITH THE LESSOR/ LANDLORD AS FOLLOWS:

- a) To pay the rent hereby reserved at the time and in the manner aforesaid.
- b) Not to make any structural alterations or addition to the demised premises, on the demised premises without first obtaining the written consent of the lessor/ landlord in which case the lessor shall not unreasonable withheld.
- c) To permit the lessor or her authorized agent at all reasonable times upon services on giving the lessee one week's previous notice of their intention to enter upon and view the condition of the demised premises and forthwith execute all works properly required to be done upon written notice in that behalf given by the lessor, or any verbal notice between 8Am and 8Pm and 24hours, except in case of emergency in which case no notice shall be required.
- d) To be responsible for security arrangements of the demised premises throughout the period of the lease.

- e) To keep the premises in clean order throughout the period of the lease and in the course of termination of this lease, the lessee/ tenant to handover the said premises in a clean and proper condition.
- f) Tenant shall, unless hereinafter specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuation of this lease except for reasonable wear and tear, damage by the elements or circumstances over which the lessee had no control which shall be the responsibility of the landlord. Any damage arising from the intentional acts or negligence of the landlord, its agents or employees is similarly exempt.
- g) The tenant shall comply with all health and fire regulations or requirements of competent authorities from time to time in force. The tenant shall do nothing nor to do anything by which is a fire or health or another hazard created. The landlord is not liable for any penalty fees occurred by the Tenant.
- h) It shall be responsibility of the tenant to insure his property against damage, loss by fire, water, theft, electricity shocks/ burnouts/ surges and other perils. The landlord will not be liable for the tenant's personal belongings.
- i) The tenant shall not assign the term here granted, or any part thereof, not sublet, nor part with possession of the premises, nor leave guests in charge of the premises for periods than one week, without the consent of the landlord in writing, such consent not to be unreasonably withheld.
- j) The tenant will indemnify the landlord harmless from all liabilities, fines, suits, claims, demands and actions of any kinds or nature for which the landlord shall or may become liable or suffer by reason of breach, violation or non-compliance or non-performance by the tenant of any covenant, term or provision hereof or by reason of any act, neglect or default on the part of the tenant, or any of his family, or his household or his guest such indemnification in respect of any such breach, violation or non-compliance and non-performance, damage to property, injury or

death occurring during the term of the lease shall survive the termination of the lease.

- k) The lessee on performing and observing all the conditions herein contained or implied and on its part to be performed and observed shall and may peaceably and quietly possess and enjoy the said demised premises during the term hereby created without any interrupting the surrounding neighbourhood and interruptions from or by the lessor or any person lawfully claiming for or under the lessor.

**5. THE LESSOR/ LANDLORD HEREBY COVENANTS WITH THE LESSEE/
TENANT AS FOLLOWS:**

- a) To keep the entire said demised premises in good and tenantable condition.
- b) To enter upon the leased premises at reasonable times and upon reasonable prior notice for the purpose of ascertaining that the covenants and conditions of this lease have been observed and performed.
- c) The landlord to permit the tenant peacefully and quietly to hold and enjoy the leased premises without any interruption or disturbance from or by the landlord or any person claiming under or in trust for the landlord.
- d) To pay all the site rates, property tax, land rates or other statutory requirements during the currency of the lease period in respect of the premises.
- e) Not to do or permit or suffer to be done on the demised premises or on any other adjacent land or lessor is the occupier anything which shall or may become a nuisance annoyance or inconvenience to the lessee or any one claiming under it or any occupier of the demised premises for the time being.

6. TAXES, FEES AND COSTS:

- a) Each party shall pay its own taxes for which it is liable to pay under the law on matters arising out of this agreement.
- b) The tenant shall bear the cost in respect of the negotiation, preparation, execution and implementation of this agreement.

7. TERMINATION AND RENEWAL:

- a) If either party decides to terminate this agreement, he shall give the other party a notice in writing of at least three months in advance and the tenant shall be entitled for a refund of rent for the period of time for which he shall not longer be in possession of the leased premises.
- b) The landlord is at liberty to agree to an extension of the lease period, for a rent to be mutually agreed upon at the termination of the present lease.

8. NOTICES:

Any notice under this lease shall be in writing and shall be sufficiently served on the lessee if addressed to it and delivered to or left on the demised premise or sent to it by registered post to its registered office or by fax and any notice to the lessor shall be sufficiently served if addressed to them and sent by registered post to their last known address and any posted shall be deemed to have within seven days following that on which it is posted.

9. GOVERNING LAW AND JURISDICTION:

- a) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the United Republic of Tanzania.

10. FORCE MAJEURE:

Act of God (such as, weather conditions but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); If an event of force majeure results in a loss or damage to the facility, then neither the lessee/ tenant nor the lessor/ landlord shall be considered in breach of this contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of force majeure that arises after the effective date.

IN WITNESS WHEREOF the parties named herein have set their respective hands, the day and year as hereunder;

**Sealed with the Common Seal of Ratina Nidhi Holdings LTD
and delivered in our presence;**

Name: Atul Hirpara

Signature: 

Title: DIRECTOR

And

Name: KASSAM HUSSEIN KASSAM

Signature: 

Title: DIRECTOR



Sealed with the Common Seal of Two Simba Minerals Co.Limited
and delivered in our presence;

Name: Atul Hirpara

Signature: 

Title: DIRECTOR

And



Name: KASSAM HUSSEIN WASSOR

Signature: 

Title: DIRECTOR

BEFORE ME:

Signature: 

Name: WIVINA KAROLI BENEDETTO

Address: P O BOX 70230 DAR ES SALAAM

Qualification: COMMISSIONER FOR OATH



DRAWN BY:

WKB ATTORNEY

SAMORA AVENUE

P.O BOX 31130

DAR ES SALAAM