

LEASE AGREEMENT

BETWEEN

ASHA AHMED JAMA

AND

MCCMAHADEO (TANZANIA) COMPANY LIMITED

DRAWN BY:

ERICK EDGER MWASULAMA
LEGAL OFFICER
ST. DANIEL'S ATTORNEYS
TEMBO AVENUE & 6TH ROAD
NEAR NMB MAZENGO BRANCH
OPPOSITE LITTLE MORE SHOP
P. O. BOX 1674
DODOMA.

CONTACTS:

+255 688 933 913
+255 752 933 911

EMAIL ADRESSES:

petradiamonds2023@gmail.com or
rickedger@gmail.com



LEASE AGREEMENT

THIS LEASE is made this 30th the day of October, 2024.

BETWEEN

ASHA AHMED JAMA of P.O Box 1249, Dodoma, Tanzania (hereinafter referred to as "the LESSOR" which expression shall where the context so requires or admits include the person for the time being entitled to the reversion immediately expectant on the expiration of the term hereby created) of the one part;

AND

MCCMAHADEO (TANZANIA) COMPANY LIMITED of P.O Box 1249, Dodoma, Tanzania (hereinafter referred to as the "LESSEE" which expression shall include and extend to persons or entity deriving title under the Lessee, his successors and assigns) of the other part;

WHEREAS the Lessor is a rightful owner of a landed property located Region Dodoma, District Dodoma, Ward Ntyuka, Postal code 41219, Bwawani Street near Zion Primary School.

WHEREAS, the Lessor is a Director of MCCMAHADEO (TANZANIA) COMPANY LIMITED which is Registered by the Registrar of Companies through the Business Registration and Licensing Authority (BRELA) to undertake the business of Importation, Exportation, Sales, and maintenance of machineries and equipment's related to construction and mining activities and other related activities, the business of Stone Crushing and Aggregate Production, and other related activities and Support activities for mining, and other mining and quarrying activities.

AND WHEREAS the Lessor has duly agreed to lease and provide the said land on the above location herein after referred to as "demised property" in accordance with relevant laws;

NOW THIS DEED WITNESSETH as follows: -

1.0 LEASE PERIOD

This lease is for a period of at least **Five Years** effective from **1th day of November 2024 to 31st day of December 2029** with an option to renew the contract for another period to be agreed between the Parties. The Lessee shall take possession and the Lessor shall give **possession** of the demised premise on the same day and date as the Parties hereby agreed;

2.0 RENTAL FEES AND PAYMENT

2.1 That, the agreed rent shall be **TShs.500,000/= per month which is equivalent to sum of TShs.6,000,000/= per annum**; payable one year in advance;

2.2 The Tenant has paid the Lessor **TShs.6,000,000/=** as a total rental fee for one year (1) and the Lessor consent of receiving the same by signing this agreement.

3.0 THE LESSOR hereby covenants with the Lessee as follows: -

3.1 That upon the Lessee paying the rent hereinbefore reserved and observing and performing the covenants on the part of the Lessee hereinbefore obtained shall and may subject to the Lessor's rights hereunder shall hold and enjoy the said property for the term hereby granted without any interruption by the Lessor or any person lawfully claiming under or in trust for the Lessor;

3.2 To comply with the terms and conditions stated in this Lease agreement; and

3.3 To pay property tax and all necessary taxes and rent in respect to the property as required by law for the whole period of this agreement is into operation;

4.0 THE LESSEE hereby covenants with the Lessor as follows: -

- 4.1 To use the leased premises for office and other related purposes only;**
- 4.2 To pay withholding tax, stamp duty, and other related tax arising from leased property.**
- 4.3 To pay electricity charges, water bills, waste bills, and security for as long as this agreement is into operation and all the past bills will be at the Lessor's risk and the Lessor will be liable of paying the same before the Lessee takes possession of the property;**
- 4.4 To pay the rent on the day and manner as aforesaid;**
- 4.5 To keep the property in a good and leasable condition;**
- 4.6 Not to sublet the property or dispose it in any manner whatsoever, without prior written consent of the Lessor PROVIDED that such consent by the Lessor shall not be unreasonably withheld;**
- 4.7 Not to build new or amend any existing structures and buildings, without the prior written consent of the Lessor;**
- 4.8 That he/she will allow the Lessor's agent to enter the property's premises at reasonable hours at day time for purpose of viewing the condition of the house but this shall be done only with the notification from the Lessor;**
- 4.9 Lessee agrees to keep the property and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by willful or negligent act of the Lessee, its guests and/or invitees, except as provided by law;**
- 4.10 Provided always that, unless there is a special arrangement between the Lessor and Lessee, upon termination of this Agreement, all of above items in this provision shall be returned to Lessor in clean and good condition except for reasonable wear and tear and the property shall be free of all personal property and trash not belonging to Lessor.**

5.0 TERMINATION CLAUSE

- 5.1 That this agreement can be terminated by any party herewith after giving the other party a three month notice prior to termination;**
- 5.2 That in the event of breach, by the Lessee, of any of the fundamental terms herein or any of such terms implied by law for the time being in force, the Lessor shall have the right to terminate the Lease forthwith and the Lessee shall not be entitled to claim refund for any rent paid in advance;**
- 5.3 That in the event of breach, by the Lessor, of any of the fundamental terms herein or any of such terms implied by law for the time being in force, the Lessee shall have the right to terminate the agreement forthwith and the Lessee shall be entitled to claim refund for any rent paid in advance.**

6.0 DISPUTE RESOLUTION

In case of any dispute or conflict in the interpretation or implementation of this agreement, or in case there is any breach of any provision hereof as provided for herein above, then the parties shall try to resolve the matter amicably. If this fails, the aggrieved party shall have the right to institute a case in the competent court of law having jurisdiction;

7.0 GOVERNING LAW

This agreement shall be governed by the laws of the United Republic of Tanzania;

IN WITNESS WHEREOF this Lease was duly executed the day and the year first above written.

SIGNED and DELIVERED at DODOMA by the said ASHA AHMED JAMA who is known to me personally/identified to me by..... the later known to me personally this..... 30th day of October 2024.

ASHA AHMED JAMA
LESSOR

BEFORE ME:

NAME: ZEBIDA NYANJIGA GEOFFREY
SIGNATURE: [Signature]
POSTAL ADDRESS: 642, DODOMA
QUALIFICATION: ADVOCATE



SEALED and DELIVERED at DODOMA by the said MCCMAHADEO (TANZANIA) COMPANY LIMITED who is known to me personally/identified to me by..... the later known to me personally this..... 30th day of October 2024.

Company seal

NAME: ERICK EDGER MWASULAMA
SIGNATURE: [Signature]
POSTAL ADDRESS: 1674, DODOMA
QUALIFICATION: LEGAL OFFICER



BEFORE ME:

NAME: ZEBIDA NYANJIGA GEOFFREY
SIGNATURE: [Signature]
POSTAL ADDRESS: 642, DODOMA
QUALIFICATION: ADVOCATE

