

LEASE AGREEMENT

BETWEEN

PHILLIPO PETER KALELESI (LESSOR)

AND

SWASTIK TRADING LIMITED (LESSEE)

**IN RESPECT OF THE LAND AND THE PROPERTY SITUATED
ON PLOT NUMBER 102, BLOCK "M" NYAMAGANA WITHIN
NYAMAGANA DISTRICT IN MWANZA REGION**

LEASE AGREEMENT

This Agreement is made and entered into on this ____ day of _____, 2025,

by and between:

PHILLIPO PETER KALELESI a natural person of P.O. Box 31478, Mwanza (Hereinafter called the "LESSOR" which expression shall, where the context so admits, include and extend to persons deriving title under the **LESSOR**, its affiliates and subsidiary companies, successors and assigns) of the one part.

AND

SWASTIK TRADING LIMITED a limited liability company incorporated under the laws of the of Tanzania, whose registered address is within Dar es Salaam of P.O Box 11679 Dar es Salaam, Tanzania. (Hereinafter called the "**LESSEE**" which expression shall, where the context so admits, include and extend to persons deriving title under the **LESSEE**, its affiliates and subsidiary companies, successors and assigns) of the one part.

RECITALS

WHEREAS, the Lessor is the lawful owner of the land located at plot no. 102, Block "M" ("Leased property"), measuring approximately 24363 square meters, together with all present and future developments thereon;

WHEREAS, the Lessee is engaged in activities related to mineral exploration, processing, trading, and/or related services, and requires suitable office premises to support administrative, operational, and coordination functions associated with such activities within Mwanza Region;

AND WHEREAS, the Lessee has expressed interest in leasing the said land from the Lessor for the specific purpose of mining, and the Lessor has agreed to grant such lease subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. GRANT OF LEASE

The Lessor, in consideration of the rents to be paid and other covenants and agreements to be performed and observed by the Lessee, does hereby lease to the Lessee and the Lessee does hereby agree to lease and take from the Lessor the Demised Premises, together with, as part of the parcel, all present and future developments located thereon.

2. TERM OF LEASE

The term of this Lease (the "Term") shall begin on the Commencement Date, and shall continue for a Period of Two (2) years renewable at the option of the parties hereto.

3. RENT AND PAYMENT TERMS

The Lessee agrees to pay the Lessor and the Lessor agrees to accept, during the term hereof, at such place as the Lessor shall from time to time direct by notice to the Lessee, rent at the following rates and times and in the following manner.

3.1 Monthly rent

The Lessee shall pay a monthly base rent of **Two Million five hundred thousand Tanzanian Shillings (2,500,000 TSHS)**, Exclusive Of VAT, payable annually in advance.

3.2 Payment of Rent in Advance

The Lessee shall pay the rent annually The Lessee shall pay the rent annually in advance every year of the Lease from the date of the last payment. The

Lessor agrees to issue rent invoices at least fourteen working (14) days before the due date.

4. MODE OF PAYMENT

4.1 The Lessee shall pay the rent annually in advance, and divide equally between two separate accounts as follows:

4.2 Rent shall be payable equally to the following accounts:

1. Account Name: **PHILLIPO PETER KALELESI**
Account Number: **50710015920**
Bank Name: **NMB**

2. Account Name: **PHILLIPO PETER KALELESI**
Account Number: **0152348892000**
Bank Name: **CRDB**

5. PURPOSE AND USE OF THE LAND

5.1 The Lessee shall use the Demised Premises for the construction site and office purposes.

5.2 Nothing herein shall give the Lessee the right to use the Demised Premises for any other purposes or to sublease, assign or license the use of the Demised Premises to any sub-lessee, assignee, or licensee without the consent of the Lessor, which consent shall not be unreasonably withheld.

6. LESSEE'S OBLIGATIONS

6.1 Maintain the land in a clean, orderly, and safe condition throughout the lease term.

6.2 Take necessary precautions to prevent fire, pollution, or contamination of soil and water sources.

6.3 Prevent unauthorized persons from accessing the land.

6.4 Notify the Lessor immediately of any damage or accidents occurring on the land.

7. LESSOR'S OBLIGATIONS

- 7.1 Ensure the Lessee's peaceful possession and use of the land for the lease term.
- 7.2 Not interfere with the Lessee's use of the land for the agreed purpose.
- 7.3 Provide reasonable access to the Lessee for entry and exit of vehicles and personnel.

8. ACCESS AND INSPECTION

- 8.1 The Lessor or authorized representatives may enter the land during reasonable hours upon prior notice (at least 48 hours) for inspection purposes.
- 8.2 Inspections shall be conducted in a manner that does not unduly disrupt Lessee's operations.

9. MUNICIPAL AND OTHER UTILITY CHARGES

- 9.1 In addition to the rent payable to the LESSOR, the LESSEE shall be liable for and shall pay on demand:
 - 9.1.1 For all or any charges arising from electricity, water and gas supplied to the PREMISES and/or used by the LESSEE as well as any charges arising out of all water and electricity supplied to the PREMISES and/or consumed and/or used by the LESSEE in or on the PREMISES, whether directly or indirectly, which shall, but not limited to water and electricity consumed by any air-conditioning unit/s serving the PREMISES;

9.2 RENOVATIONS BY THE LESSEE

The parties hereto mutually agree that the Lessee shall at its own cost undertake the following renovations: -

9.2.1 The Lessee shall install the roof of one house situated on the leased property and shall maintain four (4) other houses located thereon. Upon the expiration or termination of this Lease, the Lessee shall surrender all such houses in good condition.

9.2.2 For the purposes of permits required for carrying out renovations by the Lessee as set forth in this clause 9.2.1, the Lessor shall assist in order to ensure the permits are procured with the quickest time possible.

10. LIABILITY AND INDEMNITY

10.1 The Lessee shall indemnify and hold harmless the Lessor from any claims, damages, liabilities, losses, costs, or expenses arising from the Lessee's use of the land.

10.2 The Lessor shall not be liable for any loss or damage to the Lessee's property stored on the land.

11. TERMINATION

11.1 Neither Party shall have the right to terminate this Agreement except as provided for in this Agreement.

11.1.1 In the event of a material breach of any term or condition herein, provided that the non-breaching party issues a written notice of thirty (30) days to the breaching party specifying the breach and requesting rectification. If the breach is not remedied within the notice period, the Agreement shall stand terminated at the end of such period.

11.2 The Lessor shall not have the right to terminate this lease agreement by giving notice to the Lessee at any time during the Two-year lease term, **EXCEPT** for the road widening factor, upon expiration of the term or in the following event if: -

11.2.1 The Lessee fails to pay the Rent or any part thereof within three (03) months from the due date of payment of the same (if the same has been formally demanded and fourteen (14) days have elapsed from the date a formal demand was made) except if the Lessor consents to the delay in the rent payment.

- 11.3 That both parties may further upon mutual consent opt to terminate the Agreement. That in exercising the right to terminate the agreement pursuant to this clause, the party that shall wish to terminate the agreement shall have to issue a one (1) year notice to the other stating out the reasons for such termination.
- 11.4 Upon termination of this Lease , if such termination is by the Lessor, the Lessor shall refund to the Lessee the rent already paid for the unoccupied period ..
- 11.5 The Lessee shall, on termination of this Agreement (whether at the end of the Term of the Agreement or otherwise), remove all its movable property from the Demised Premises and make good the flooring and ceiling. For the avoidance of doubt, the Lessee shall not remove any permanent structures and additions on the Demised Premises including all those structures and repairs that the Lessee shall have made to the Demised Premises

12. TAXES

The Lessee shall be responsible for paying withholding tax and stamp duty payable in relation to this agreement, in accordance with the laws of Tanzania.

13. AGENT FEE

The total agent's fee of 2 Million TSHS shall be paid equally by both the Lessor and the Lessee. Each party shall be responsible for paying 1 Million TSHS towards the agent's fee.

14. FORCE MAJEURE

Neither party shall be liable for failure to perform obligations due to events beyond their reasonable control, including natural disasters, government actions, or other unforeseen circumstances.

15. DISPUTE RESOLUTION

Any dispute arising out of or relating to this Agreement shall be resolved amicably by negotiation between the parties. Failing which, the dispute shall be referred to the court with competent jurisdiction.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

17. MISCELLANEOUS

17.1 Notices

Save for termination notice ,all notices required and/or given under this Lease shall be in writing or by electronic mail (also commonly referred to as "email") and shall in the case of written notices to the Lessee be sufficiently served if addressed to the Lessee and delivered to the Demised Premises or forwarded to the Lessee by registered post at the address stated herein or in the case of emails be sufficiently served if sent to the Lessee to an email address provided by the Lessee and in the case of notices to the Lessor be sufficiently served if forwarded to the Lessor by registered post at the address stated herein or emailed to an address provided by the Lessor and so that any notice so posted or emailed shall be deemed to have been served within five (5) days and one (1) day respectively following the date of posting or emailing as the case may be.

17.2 Entire Agreement

This Agreement contains the entire and only agreement between the Parties as to its subject matter, and no oral statements or representations or prior written matter not contained in this Agreement shall have any force and effect.

17.3 Modification/Amendment/Assignment

17.3.1 This Lease shall not be modified and/or amended in any way except by a written instrument executed by both Parties.

17.3.2 Any of the parties may opt to have its rights and interest in this lease assigned to another party provided that prior to such assignment, the party wishing to assign shall first seek the written consent from the other party.

18. BINDING EFFECT

18.1 This Lease Agreement, together with any annexures, schedules, and duly executed amendments hereto, shall be binding upon and enforceable by the Parties hereto, as well as their respective successors-in-title, assigns, representatives, and legal heirs, to the fullest extent permitted by law.

18.2 The obligations and covenants contained herein shall survive any assignment or novation of this Lease Agreement and shall be construed as continuing obligations of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

SIGNED and DELIVERED at Dar es Salaam
By the said **PHILLIPO PETER KALELESI**
Who is known to me personally/introduced to me
By **JOHN KISHIMBA MAGALE**
in the presence of us
this **25** day of **DECEMBER** 2024

Phillipo Peter Kalelesi
.....

BEFORE ME:

Name: *Joyce Henry Susuma*
.....

Signature: *Joyce Henry Susuma*
.....

Address: *P.O. Box 31537-DSM*
.....

Advocate

SEALED with the **COMMON SEAL** of the said
SWASTIK TRADING LIMITED and
DELIVERED at DAR ES SALAAM
in the presence of us
this **25** day of **DECEMBER** 2024



LESSEE

Name: **SHAH SANJAY MANDANRAJ**

Signature: *Sanjay Mandanraj*
.....

Address: **C-405, Royal Samrat Bldg 4th floor**

Name: **RANGANATH DASAR**

Signature: *Ranganath Dasar*
.....

Address: **Ward No 5 Mallama Naga**

