



LEASE AGREEMENT

CONTRACT NO:

LESSOR:

DAR SOLUTIONS LIMITED
P.O. BOX 76908,
DAR ES SALAAM,
Mobile: +255 22 2131605/8
TANZANIA

LESSEE:

TAQA ARABIA TANZANIA LTD
R-SQUARE, UNIT MF1B
Haile Selasie Road
DAR ES SALAAM.
Mobile: +255768 828934 (Local)
(2012) 23264510 (Foreign)
TANZANIA

Attention : Varakatam R. Reddy
Mobile : +255 684 777 727
E-mail : ramadhar@suradarsol.com, ramadharvar@gmail.com

LEASE AGREEMENT

THIS LEASE AGREEMENT is made today the 1st day of November 2021

BETWEEN

DAR SOLUTIONS LIMITED a limited liability company of Postal Box Office Number 76908, with registered office located at **Plot 274, R-SQUARE off Haile Selasie Road** Dar es Salaam, (hereinafter referred to as the "**LESSOR**", which expression shall, where the context so admits, include the successors in title and or assignees) of the other part,

AND

TAQA ARABIA TANZANIA LTD with registered offices located at **R-Square, Unit MF1B, Haile Selasie Road, DSM, Tanzania** (hereinafter referred to as the "**LESSEE**" which expression shall where the Context so admits include its Assigns and Successors in title) of the one part;

WHEREAS the Lessee is willing to rent an office space in Dar es Salaam from the Lessor.

ANDWHEREAS

- (a) The Lessor of the building has the authority to lease the premises legally and in accordance to the law;
- (b) The Lessor shall lease the premises known as **MF1(B)** built on Plot No. 274 situated at Oysterbay along Haile Selassie Road, Kinondoni Municipality Dar es Salaam and whereas at the request of the Lessee, the Lessor has agreed to let the said premises MF1(B) measuring **One Hundred and Seventy Square Meters (170 Sqm)** as per attached drawings.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1 INTERPRETATION

1.1 In this Agreement and in the schedules, if any, to this Agreement –

1.1.1 Unless the context indicates a contrary intention an expression which denotes-

- (i) Any gender includes the other genders;



(iii) The singular includes the plural and vice versa.

1.2 Unless the context otherwise requires, the following terms and expressions shall have the meanings set forth herein:

1.2.1 "**Agreement**" means this Lease Agreement and any annexure and/or schedules annexed hereto, as amended from time to time by written agreement between the Parties;

1.2.2 "**Arbitration Act**" means the Arbitration Act (Act No. 2 of 2020, Laws of Tanzania);

1.2.3 "**Business Day**" means a day other than a Saturday, a Sunday or a day which is from time to time a proclaimed public holiday in The United Republic of Tanzania;

1.2.4 "**Commencement Date**" means effective date as of which this Agreement shall come into force. For the purpose of this Agreement, commencement date shall be 1st **DECEMBER 2021**;

1.2.5 "**Lessor**" means **DAR SOLUTIONS LIMITED** as named in the Agreement and the legal successors in title to the Lessor, but not (except with the consent of the Lessee) any assignee;

WITNESSETH AS FOLLOWS:

2 Lease:

2.1 The Lessor demises unto the Lessee the premises at **MF1(B)** measuring One Hundred and Seventy Square Meters (170 Sqms) as per the Drawing attached. (herein referred to as "**MF1(B)**") located at Plot No. 274 situated at Oyster bay along Haile Selassie Road, Kinondoni Municipality Dar es Salaam to lease the said premises for Commercial purposes.

2.2 The Lessee shall have the right to use the Premises together with any of its related entities including subleasing to the same to its own subsidiaries only.



3 Commencement & Duration:

3.1 The tenancy shall commence on the Commencement Date and shall continue for a period of **THREE (3) YEARS** renewable every **Two (2) Years** subject to renegotiation by the Parties, unless terminated earlier by either Party.

3.2 Renewal:

Any Party willing to renew the Agreement shall give **Three (3) months** prior notice notifying his intention for renewal.

4 Rent:

4.1 The Lessee agrees to pay the Lessor a monthly rent of **United States Dollar Two Thousand Four Hundred (USD \$2,400)** exclusive of VAT, as rent for the Premises. Annual rent totalling to **United States Dollar Twenty Eight Thousand and Eight Hundred (USD \$28,800) for First Two Years.**

4.2 Upon contract renewal for an additional of 2 years, annual increase will be considered and agreed upon mutually.

4.3 Service Charges:

4.3.1 The Lessor agrees to provide all maintenance services for the First Two year of the tenancy free of charge.

4.3.2 The Lessor shall charge a maintenance service fee of **US\$300** exclusive of VAT per month from the Third year onwards. The maintenance service fee shall be payable annually in advance totalling to **United States Dollar Three Thousand Six Hundred (US \$3,600).**

4.3.3 Maintenance service shall include but is not limited to maintenance of common areas, common areas electricity bills, back-up generator including fuel consumption, fire and safety compliant, common landscape, common bathrooms and lifts etc.

4.3.4 Withholding Tax payments under this agreement shall be as per the laws of Tanzania and for the avoidance of doubt will be to the account of the Lessor.

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Handwritten initials 'AA' in blue ink.

4.3.5 All stamp duty costs in connection with this Agreement shall be borne by the Lessee.

4.4 Payment Terms:

4.4.1 The Parties agree that all rent and maintenance service fees shall be due, in advance, on the first day of the month falling which the respective rent or maintenance service fee is required to be paid under this Agreement.

4.4.2 The Lessee shall pay the First Year rent on signing of the Agreement amounting to **United States Dollar Twenty Eight Thousand Eight Hundred (US\$28,800)**

4.4.3 The Lessee shall pay Rent **Bi-Annually** from Second (2nd) Year onwards.

4.4.4 The Lessee can also pay in Tanzanian Shillings at the equivalent value of exchange rate to United States Dollars at the time that the transaction is effectuated.

5 Office Partitioning:

5.1 The Lessor shall:

5.1.1 Fabricate and Partition for **Reception and Waiting area, Director's Cabin, Conference room, 3 office cabins, pantry and open area** (as per the drawing attached) at cost free to the Lessee.

5.1.2 Fabrication, Installation of partitions and handing over of the Premises to be completed on **23rd November 2021**. Whereby the First advance payment for the first Six (6) Months has already been received by the Lessor and the balance for the remaining **Six (6) months** is to be paid after the Lessee has completed the company registration and opened the bank account in Tanzania.

5.1.3 To install Electrical, lighting and air-conditioning as per approved architectural design. Pantry area to be provided with storage space, faucet and sink.



- 5.1.4 Provide the Lessee with an architect to design and implement the plan of the office space on the Premises as per Tender proposed.
- 5.1.5 Allocate and ensure to be made available for the use by the Lessee, three (3) external parking spaces.

6 Representations, Warranties and Covenants

6.1 The Lessee covenants with the Lessor as follows: -

- 6.1.1 To pay the rent on the days and in the manner aforesaid.
- 6.1.2 **TAQA ARABAIA TANZANIA LTD can sublease premises to only its own subsidiaries.**
- 6.1.3 To keep the interior of the demised premises including all windows, glass (whether external or internal) locks, fasteners, drains, water apparatus, fixtures and additions thereto which have been provided by the Lessor in tenable repair and condition throughout the lease term and without any alterations.
- 6.1.4 To bear, pay and discharge all electricity utility charges ("LUKU") at the Tanesco prevailing tariff rate during the tenancy of this Agreement.
- 6.1.5 To permit the Lessor and its agents or assignees with or without workmen and others and with all necessary appliances at all reasonable times to enter upon and to examine the condition of the premises.
- 6.1.6 Not to assign, underlet or part with the possession of the demised premises or any part thereof otherwise than is agreed in this Agreement without the written consent of the Lessor.
- 6.1.7 The Lessee shall not do or permit its employees to do anything which may cause or be a nuisance of annoyance to other Lessees in the premises.
- 6.1.8 On the expiration or soon after the determination of the term hereby granted, the Lessee shall deliver up the demised premises to the Lessor with all locks, keys and fasteners and all furniture and accessories found in the demised premises to the Lessor complete in good Leasable repair and condition.



6.2 The Lessor covenants with the Lessee as follows:

- 6.2.1 The Lessor shall allow the Lessee the right to enjoyment of the premises and to carry on its business without undue interference or nuisance.
- 6.2.2 The Lessor shall provide a high level of cleaning, security and maintenance of the common areas and car park spaces, and other services to be expected for a building of this high calibre
- 6.2.3 The Lessor shall ensure that water and electricity are at all times made available to the Lessee including by means of installing back-up water tanks and an electricity generator.
- 6.2.4 The Lessor shall keep all the buildings including the main walls, timber roof, main structure gutters, down-pipes and exteriors of the building forming part of the demised premises and drains in good and substantial repair and conditions, ensure extraction of the sewer (where the sewer is not connected to a public sewage system) and whenever necessary repaint and colour wash the exterior of the said building.
- 6.2.5 The Lessor shall pay all rents, rates, assessments, impositions, including Government Land Rent and Municipal rates which now are or at any time during the term may be assessed or imposed on the Demised Premises or any part thereof or the Tenant or the Landlord in respect thereof by the Government or Municipal local or other authority save for the express provisions to the contrary herein.
- 6.2.6 The Lessor shall pay all rents, rates, assessments, impositions, including Government Land Rent and Municipal rates which now are or at any time during the term may be assessed or imposed on the Demised Premises or any part thereof or the Tenant or the Landlord in respect thereof by the Government or Municipal local or other authority save for the express provisions to the contrary herein.
- 6.2.7 The Lessor shall take care outside security, be responsible for cleaning outside compound and garbage disposal of the Demised Premises without demanding further charges from the Tenant.



6.3 Provided always and it is hereby agreed that:

6.3.1 If any covenant on the Lessees' part herein contained shall not be performed or observed, it shall be lawful for the Lessor at any time thereafter to re-enter upon the premises or any part thereof in the name of the whole, and this lease shall absolutely determine but without prejudice to any right of action of the Lessor in respect of any breach of the Lessees' covenant herein contained.

6.3.2 The Lessor shall not be responsible to the Lessee or the Lessees' licensees, servants, agents or other persons in the demised premises or calling upon the Lessee for loss of business, any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the demised premises unless caused by fault or negligence of the Lessor in terms of building structure, cleaning, maintenance or any of its other obligations herein described (including but not limited to the provision of water tank and electricity generator).

7 Termination

7.1 Either Party may terminate this Agreement without giving any reason before the expiration of the term by giving to the other Party **Three (3) calendar months'** notice in writing or the Lessee shall at the expiration of the said notice deliver vacant possession of the premises to the Lessor.

7.2 Either Party may terminate this Agreement in the event the other Party commits a breach of this Agreement. Termination for breach hereunder shall be effected only after giving Fourteen (14) days advance written default notice to the Party in breach of the Agreement, and where the Party in breach has failed to make good the breach in question within a reasonable period of time. The notice for breach of the Agreement under this clause shall be effective upon receipt by the Party to whom it is being served.

7.3 The First Year rent will **NOT** be refunded before the lapse of 12 months from the Commencement Date as it's a brand new property and the Lessor has designed, invested and fabricated as per the Lessee's Requirement. From the Second Year, if this agreement is terminated, the Unused Rent will be refunded.

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Handwritten initials 'AA' in blue ink, located at the bottom right of the page.



8 Notices

- 8.1 Any notice under this Agreement shall be sent by email followed by a hard copy delivered at the Premises or sent by registered mail to the last known address in the United Republic of Tanzania.
- 8.2 Any notice sent by registered mail shall be deemed to have been served within seven (7) business days following the day on which it is sent.
- 8.3 Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and shall be sent to:

In case of the Lessor: **Dar Solutions Limited**

P.O. Box 76908, Dar Es Salaam, Tanzania
Tel: +255 22 2131605/8
Attention: Varakatam R. Reddy
Cell Number: +255 684 777 727
E-mail: ramadharvar@gmail.com
ramdahar@suradarsol.com

Attention: Harshil P. Rathod
Cell Number: +255 782 068640
E-mail: rharshil@live.com

In case of the Lessee:

TAQA

Dar es salaam, Tanzania
Attention: Amr Aboushady
Cell Number: +255768 828934
E-mail: a.aboushady@taqa.com.eg

9 Premises Ownership

The Premises are owned by and in the possession of the Lessor for commercial utilization. No ruling or seizure order has been issued by any judicial or administrative authorities, nor has any form of restriction been imposed affecting the Premises. The partitions fabricated and installed will also be owned by the Lessor.



10 Force Majeure

10.1 For the purposes of this clause a force majeure event shall without limitation of the generality of the foregoing, include accidents, fires, explosions, war (whether declared or not), invasion, civil insurrection, flood, earthquake, lightning, act of local or national government and martial law.

10.2 If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately, if necessary, the Lessor shall suspend the provision of the Lease and, to the extent agreed with the Lessee.

10.3 Neither Party shall be liable to the other for any inability to perform or delayed performance in terms of the Agreement, should such inability or delay arise from any cause beyond the reasonable control of such Party, provided that the existence/happening of such cause has been drawn to the attention of the other Party within a reasonable time of occurrence of such cause (hereinafter referred to as "a force majeure event").

10.4 If the force majeure event shall continue for more than one (1) month, the other party will be entitled to cancel this Agreement on the completion of such period, but will not be entitled to claim damages against the other Party as a result of the delay or failure in the performance of any obligations hereunder due to or resulting from the force majeure event.

11 Governing Law and Execution Copies

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

12 Dispute Settlement

12.1 In the event that the parties are not able to resolve their differences amicably, the parties shall refer their dispute to the Courts in the United Republic of Tanzania with competent jurisdictions.

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A handwritten signature in blue ink, appearing to be the letters 'AA'.



13 Signing of the Agreement

IN WITNESS WHEREOF, the parties hereto have hereunto put their hands and caused this Agreement to be executed as of the date, month and year herein below appears.

Sealed with the Common Seal of

and Delivered in the presence of us
this 8th day of November, 2021



Signature: [Signature]
Name: Amr Aboshady
Date: 09/11/2021
Qualification: Director/ Company Secretary

TEL: 154-026-525
SIDUT \$ 288
WHT \$ 2880 (1 fee Dec-Nov 2021)
SERVICE \$ 180
TOTAL \$ 3348
Exchange rate 2310
11/11/2021

Signature:
Name:
Date:
Qualification: Director/ Company Secretary

Sealed with the Common Seal of
Dar Solutions Limited
and Delivered in the presence of us
this 8th day of November, 2021



Signature: [Signature]
Name: V. Ramadhar Zeddy
Date: 8/11/2021
Qualification: Director/ Company Secretary

STAMP DUTY

Signature: [Signature]
Name: HARSHV RATHOD
Date: 08/11/2021
Qualification: Director/ Company Secretary

Shs: 665,280/- Collected
Receipt No: 998414765122 Date: 29/11/2021
[Signature]
Regional Manager - Ilala Tax Region

HA.