

**LEASE AGREEMENT**

**THE REGISTRATION OF DOCUMENTS ACT  
[CAP 117 R.E.]**

**DATED THIS DAY 11<sup>th</sup> DAY OF JUNE 2024**

**BETWEEN**

**UNIVERSAL AFROASIA TRADING LIMITED  
(Landlord)**

**AND**

**ALMEHZA INVESTMENTS LIMITED  
(Tenant)**

**FOR**

**OFFICE SPACE  
AT  
HOUSE 2, PLOT 963  
KILIMANI CLOSE STREET  
MBEZI BEACH  
DAR ES SALAAM, TANZANIA**

This Lease Agreement (Agreement) is made and effective on this 11<sup>th</sup> day of June 2024 ("Effective Date"), by and between:

**Universal AfroAsia Trading Limited** (hereinafter referred to as "Landlord"); on the one hand

And

**Almehza Investments Limited**, (hereinafter referred to as "Lessee"; on the other hand  
Landlord and Lessee being collectively referred to as "Parties" and individually as "Party".

## **1. OBJECT**

1.1 The Landlord hereby leases to the Lessee an office space of approximately 50 Sq meters situated in House number 2, Plot number 963, Kilimani Close street, Mbezi Beach, Dar es Salaam, Tanzania ("Premises").

1.2 The Lessee, its personnel, contractors and invitees shall have a non-exclusive right of free use of common areas, with others designated by the Landlord, for the Common Areas' intended and normal purposes. In addition to this, the lessee will be entitled to one (1) reserved parking bay which is included in the monthly service fee.

1.3 The Landlord warrants that they are the duly authorized beneficial owner of the Premises, which are duly licensed for the intended use, and shall hold Lessee harmless from any and all claims, actions, or demands, including legal fees, of any nature initiated by any person or entity resulting, without limitation, from the Landlord's lack or defective title or possession of the Premises, or failure to comply with any mandatory statutory provisions under Tanzanian regulations.

1.4 The Premises are leased by the Lessee for office space.

## **2. TERM**

2.1 The Premises are leased for a period of Two Years from June 11<sup>th</sup> 2024 to June 11<sup>th</sup> 2026 ("Leased Term"), subject to renewal every year. The rent shall be paid after every six months.

2.2 The Lease Term shall commence on the Effective Date and shall expire on June 2026 thereafter ("Expiry Date") unless sooner terminated in accordance with Clause 9 of this Agreement. However, notwithstanding anything to the contrary in this Agreement, the Lessee shall take responsibility of the Premises from June 11<sup>th</sup> 2024 but shall start the payment of the Rent (as set forth in Clause 3 hereof) only effective June 11<sup>th</sup> 2024.

3. **RENT**

3.1 The Lessee shall pay the Landlord as rent ("Rent") for the Premises a monthly sum of Three Hundred Thousand Shillings (Tshs 300,000).

3.2 The Lessee shall assume full and exclusive liability for payment of all taxes and levies (where applicable) including any penalty or interest assessed or levied on the Landlord in respect of the Premises and/or in respect of the execution of this Lease Agreement by any government or any other authority ("Taxes").

3.3 The Lessee shall clear all obligations for services consumed upon termination.

4. **ASSIGNMENT AND SUBLETTING**

4.1 The Lessee shall be entitled to assign or sublet this Agreement to any affiliate of the Lessee subject to approval by the Landlord, which approval shall not be unreasonably withheld or delayed. Any other assignment or subletting shall be subject to prior written consent of the Landlord which shall not be unreasonably withheld.

4.2 Should the Landlord partially or totally transfer the ownership of the Premises to any third party, formal notification shall promptly be sent to the Lessee detailing information, which include but is not limited to, the identity of the transferee, and the new bank details. Furthermore, the transferee shall take over all the rights and responsibilities of the Landlord under this Lease Agreement without any modification. The Landlord and the transferee shall indemnify, defend and hold the

Lessee harmless from and against any and all claims arising out of the Landlord's failure to properly notify the Lessee of the change of ownership.

5. **OBLIGATIONS OF THE LESSEE**

The Lessee shall:

- a. Quietly enjoy the premises;
- b. Keep the premises clean and tidy;
- c. Not use the premises for any purpose other than that set forth herein;
- d. Not cause or commit any nuisance in the premises;
- e. Refrain from interfering with the electrical, water installations or systems serving the premises, apart from any maintenance or repair work as defined under Clause 6;
- f. Comply with all applicable laws and regulations concerning the use of the premises;
- g. Pay the electricity charges related to the period of time that the Lessee is occupying the premises.
- h. Pay generator running costs along with other tenants as equally divided.

6. **MAINTENANCE AND REPAIRS**

6.1 The Lessee shall at its own expense:

- a. Manage and pay maintenance costs for air conditioner(s), electrical maintenance (such as change of lamps, switches, plugs); the Landlord shall recommend preferred contractors, which may be used by the Lessee only subject to prior due diligence and approval by the Lessee;
- b. Repair any element of the Premises damaged during the Lease Period by the Lessee;
- c. Return the Premises to the Landlord upon termination of this Agreement in good order and condition, subject to fair wear and tear.

6.2 Subject to the elements to be maintained by Lessee listed in the above paragraph, Landlord shall be responsible at its expenses during the Lease Period for the performance of maintenance and repairs or replacements of all elements of the Premises requiring such interventions.

6.3 Maintenance and repairs/replacements to be done by the Landlord shall notably relate to the structure of the Premises, the roof, the gutters, the drain pipes and the exterior walls. The Landlord shall also be responsible for the maintenance and upkeep exterior of the Premises.

6.4 The Lessee shall notify the Landlord where maintenance, repair or replacement of any element of the Premises is required. The Landlord shall take immediate measures and shall ensure prompt and efficient required intervention.

6.5 The Landlord shall have up to thirty (30) days or such other reasonable time frame mutually agreed with the Lessee to complete repairs/replacements

6.6 The Lessee should get prior permission from the Landlord for any repairs/maintenance being done inside the space rented / leased and also should get prior permission for signage.

#### **7. ALTERATIONS, ADDITIONS AND IMPROVEMENTS**

7.1 The Lessee shall not make any permanent or irremovable additions to the Premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.

7.2 Any and ALL structural alterations, additions, or improvements to the Premises shall be at the Lessee's own cost and only after prior written consent of the Landlord before the commencement of any works, which consent shall not be unreasonably withheld or delayed.

7.3 All improvements made to the Premises shall belong to the Landlord, unless they can be removed by the Lessee from the Premises at any time and without alterations to the Premises. The Landlord shall, whatever the circumstances, neither have any right for compensation for any improvement to the Premises removed by the Lessee pursuant to this clause nor any right of retention on such improvements.

**8. OBLIGATIONS OF LANDLORD'S - RIGHTS OF ENTRY AND CARRYING OUT OF WORKS**

8.1 The Landlord shall deliver the Premises to the Lessee in a good state of repair and maintenance, and fit for the purpose intended under this Agreement, and shall make good any repairs notified by the Lessee prior to the occupation of the Premises.

8.2 The Landlord shall have the right, upon giving reasonable notice to the Lessee and in the presence of a representative of the Lessee, to enter the Premises in order to:

- a. Inspect the Premises;
- b. Perform its obligations and exercise its rights hereunder; and
- c. Make repairs, improvements, alterations or additions necessary to the Premises.

8.3 The Landlord shall arrange and pay operative costs in connection with the ownership, management, maintenance, repair and operation of the Premises ("Operative Costs") including the costs of:

- a. Sewage system and drainage servicing for the Premises and Common Areas (where applicable);
- b. Repairing and maintaining external roofs, walls, railings, concrete surfaces, exterior windows, exterior doors, and gates,
- c. Repairing any damage to the structural elements of the Premises, as well as any damages caused by the aging of the Premises, construction defects or bad quality of construction materials;
- d. Repairing or replacing where applicable any furniture, appliances and the like damaged as a result of normal wear and tear.
- e. The Lessee shall be responsible for maintenance and repair of items caused by the sole negligence of the Lessee (including staff of the Lessee)
- f. The Landlord shall have up to thirty (30) days or such other reasonable time frame mutually agreed with the Lessee to complete repairs/replacements.

**9. DEFAULT AND TERMINATION**

9.1 Should the Lessee be in breach of any material term of this Agreement and fail to remedy or fail to start remedying such default or breach within fourteen (14) days after receiving a written demand to do so, the Landlord shall, within the terms and limits provided by applicable law, be entitled to terminate this Agreement and pursue any other right or remedy available to it hereunder or at law.

9.2 Should the Landlord be in breach of any material term of this Agreement, and fail to remedy or fail to start remedying such default or breach within fourteen (14) days after receiving a written demand to do so, the Lessee, shall be entitled, in accordance with the applicable law, to terminate this Agreement and pursue any other right or remedy available to it hereunder or at law.

9.3 Upon completion of the first year of the Leased Term, the Lessee may terminate this Agreement at any time thereafter with a three (3) months' notice to the Landlord and the Landlord may terminate the Agreement at any time thereafter, after giving a three (3) months notice.

**10. MISCELLANEOUS**

10.1 Any provision of this Agreement which shall be held invalid, void or illegal shall in no way affect, impair, or invalidate any of the other provisions hereof and other such provisions shall remain in full force and effect.

10.2 This Agreement represents the entire agreement between the Parties in respect of the subject matter, and supersedes any prior agreement or understanding whether written or oral between the Parties.

10.3 The Landlord will be providing recycling bins in the service area. The Lessee shall separate waste before placing it in the relevant bins.

10.4 The Lessee will only use the allocated space for which rent is paid.

10.5 Landlord will be responsible for landscaping & the Lessee may not add or remove plants/grass etc.

10.6 The Landlord will be responsible for keeping common areas clean & serviced.

10.7 The Lessee will register all his / her employees with the Landlord's office.

10.8 The Lessee may only use the parking spaces in the tenants parking area

**11. DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania and the Parties submit to the exclusive jurisdiction of Dar es Salaam Commercial Courts.

IN WITNESS WHEREOF the Parties hereto have executed these presents on the day and year first hereinabove written:

SEALED and DELIVERED by the said )

**UNIVERSAL AFROASIA TRADING**

LIMITED in Dar es Salaam, Tanzania )

this 11th day of June 2024 )

(Witness's Edna Kayunga Bansi)

Signature: Bansi )

Postal Address: 32768 Dar es salaam

Qualification: Director )

Nyasa  
LESSOR



SEALED and DELIVERED by the said )

**ALMEHZA INVESTMENTS**

LIMITED in Dar es Salaam, Tanzania )

this 11th day of June 2024 )

Name: Kevin Kuguelar )

Signature: [Signature] )

Postal Address: 9573 Dar es salaam

Qualification: Director )

(Witness's )

Signature: [Signature] )

Postal Address: 40876 Dar es salaam

Qualification: Advocate )

Bansi  
LESSEE

