

LEASE AGREEMENT

BETWEEN

JRF INVESTMENT COMPANY LIMITED

(LANDLORD)

AND

VERCOE TRAILER MANUFACTURE COMPANY LIMITED

(TENANT)

DRAWN BY;

GODWIN ATTORNEYS

HOUSE NO 31, REGENT STREET,
MIKOCHE NI, ADJACENT TO NEMC HQ,

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LEASE AGREEMENT made this 01st day of June, 2024

BETWEEN

JRF INVESTMENT COMPANY LIMITED of Kisarawe II Kigamboni whose Physical address: Postal Office Box 80293 Dar es Salaam (hereinafter referred to as '**the Lessor**') which expression shall, where the context so admits, include its assigns, executors and successors in title on one part;

AND

VERCOE TRAILER MANUFACTURE COMPANY LIMITED of P. O. Box 13719 Dar es Salaam is Registered and operating under the laws of Tanzania and having its registered office at Mabibo, Ubungo Municipality (hereinafter called '**Lessee**') which expression shall, where the context so admits, include its assigns, executors and successors in title on of the other part;

WHEREAS the Lessor is the lawful owner of all that part of land and building located at Kisarawe II Kigamboni Municipality within Dar es Salaam (hereinafter referred to as the demised Land specifically describe in site plan.

AND WHEREAS the Lessee is desirous of acquiring a lease over the whole plot which includes its surroundings.

FURTHER, WHEREAS the Lessor is willing to let the demised premises unto the Lessee conditions hereinafter contained.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows: -

1. **IN CONSIDERATION** of the **LESSEE** observing the covenants on its part including payment of the reserved monthly rent hereby reserved without fail and payable in the manner hereinafter stipulated, the **LESSOR HEREBY DEMISES** unto the **LESSEE** the **DEMISED PREMISES** to **HOLD** the same for a period of

Three Years (3) renewable after every twelve Month (1 year) commencing on the 1st day of **June 2024** to 31st day of **May 2027** (hereafter referred to as the commencement date)

2. **PROVIDED** that the term hereby reserved shall be automatically renewed and shall not be determined (save as provided for in this agreement or for good cause or for breach of contractual obligation) before the expiration for a period of Twelve Months (1 year) from the commencement date.
3. The rent for this agreement is **Tanzania Shillings Five Million Only (Tshs 5,000,000/=)** per month whereas by the execution of this agreement the lessor acknowledges receipt of **Tanzania Shillings Sixty Million Only (Tshs 60,000,000/=)**
4. The rent of **Tanzania Shillings Sixty Million Only (Tshs 60,000,000/=)**, for the term of Twelve Months SHALL be paid by tenant, before handing over the Land premises terms and conditions.
5. Both parties agree the lease period to be between one Three years (3 years) renewable each 3 years and the rent shall not exceed 25% of the previous year.
6. The Lessee will be responsible for payment of withholding Tax related to the advance rent payment.
7. **The Lessee covenants with the Lessor as follow: -**
 - (a) To keep the interior and exterior of the demised premises in good tenantable repair and condition.
 - (b) Not to sublet the demised premises save with Lessor prior to the written consent.
 - (c) Not to use the demised premises in a manner that will be dangerous thereto and or cause nuisance to neighbors in whatever manner.
8. **The Lessor hereby convents with the Lessee as follows: -**
 - (a) The Lessee observing all the terms and conditions stipulated herein and paying rent in the manner stipulated, not to harass him but let him have enjoyment of the demised premised.

- (b) The Lessee at the end of the contract period should return the rented premise to the owner of premise in a good and tenable repair unless the parties agree to renew the same.
- (c) The Lessee shall pay all charges for electricity, water security and all new services charges levied on the property.
- (d) The Lessee is free to repair and make minor alterations to the property with the agreement of the Lessor. The cost or charges will be borne by the Lessee.
- (e) Both parties agree that the Lessor shall be responsible for house maintenance during the said term, and to do all.

9. RENEWAL OF LEASE AGREEMENT

This agreement can be renewable by either party by giving three months' notice in writing prior to expiry date of this Agreement on such terms and conditions as shall be mutually agreed by both parties.

10. TERMINATION OF LEASE AND DEVELOPMENTS

By giving three months' notice in writing by either party who intend to terminate this agreement whereby;

LESSOR

- a) If the **LESSOR** terminates the agreement, then has to conduct a valuation by a registered valuer who will be chosen by the **LESSEE** of all the developments conducted and the amount of total expenses incurred. The lessor will be required to compensate the total costs incurred.
- b) Handover of the demised premises will only be upon full payment of the amount required for compensation. Failure of which, the **LESSEE** will continue to stay as per the same terms in the lease agreement.

LESSEE

- a) The **LESSEE** has a right to remove all development made from the inception of the lease agreement on the demised premises upon termination of the lease.

1.1. DISPUTE SETTLEMENT

- a) Any dispute arising between the parties for the first instance relating to the lease agreement created hereby, the lessor and the lessee are to make efforts to settle the dispute amicably.

- b) If the parties fail to settle amicably, the parties may be referred to the Court of Law/ Tribunals vested with jurisdiction to deal with land matters in Tanzania under the Governing Laws of Tanzania.

IN WITNESS WHEREOF the parties hereto have duly executed these presents on the date, month and the year and in the manner hereinafter appearing:

SIGNED and DELIVERED at Dar es Salaam by the said **CATHERINE I. SAWE** for and on Behalf of **JRF INVESTMENT COMPANY LIMITED** who has been introduced to me/ known to me by ... Lucky MGINIZA ... the latter being known to me personally this 01st day of ... JUNE .., 2024

Sawe
.....
LESSOR

BEFORE ME:
NAME Ramadhan H. Mjili
SIGNATURE [Signature]
POSTAL ADDRESS P.O. Box 10896, Dsm
QUALIFICATION Commissioner For OATHS



SIGNED and DELIVERED at Dar es Salaam by the said **MILFAT AMOUR HEMED** for and on Behalf of **VERCOE TRAILER MANUFACTURE COMPANY LIMITED** who has been introduced to me by ... Lucky MGINIZA ... the latter being known to me personally this 01st day of ... JUNE .., 2024

Milfat
.....
LESSEE

BEFORE ME:
NAME Ramadhan H. Mjili
SIGNATURE [Signature]
POSTAL ADDRESS P.O. Box 10896, Dsm
QUALIFICATION Commissioner For OATHS

