

**THE LAND REGISTRATION ACT
(CHAPTER 334)**

AND

LAND ACT, 1999

LEASE

TITLE NUMBER: 4604

THIS LEASE IS MADE THIS this 1st day of APRIL, 2022

BETWEEN:

1. **BHESANIA GARAGE LIMITED** of P.O. Box 253, Iringa (hereinafter referred to as "the Lessor" which expression shall, where the context so admits, include his personal legal representative, heir and or assign) of the one part;

AND

2. **GOLDEN MILE LOGISTICS LIMITED** all of P.O. Box 1393, Iringa hereinafter referred to as "the Lessee" which expression shall, where the context so admits, include the personal legal representatives, heirs and or assigns of each of the Lessors) of other part;

WHEREAS:

- a) The Lessor is the registered owner of all that property known as Plot No. 58 with Certificate of Title No. 4604 located at Ipogolo Iringa Municipality together with all buildings, erections, fixtures and fittings now being or hereinafter erected thereon and commonly known and styled as the **Garage Workshop** or the Demised Premises.
- b) The Lessor has agreed to lease and the Lessee have agreed to rent all of the garage workshop or the Demised Premises on the terms and conditions herein.

NOW THIS LEASE WITNESSETH:

1. LEASE

In consideration of the rent hereby reserved and observed the Lessor **HEREBY LEASE** to the Lessees the Demised Premises for the Term (as hereinafter defined) and **SUBJECT** to the term and conditions herein.

2. TERM

This Lease is for the term of five (5) years from April 2022 (the "Term"). Possession of the demised Premises will be handed over to the Lessee not later than 30th April 2022.

3. RENT

During the continuance of this lease, the Lessee shall pay the following:

- a) During the period of the Lease the Lessees shall pay rent of TZS. 500,000/= per month, the same to be paid yearly in advance until the expiration of the Lease.

4. LESSEE'S COVENANTS

- a) To pay the reserved rent in the manner stipulated in clause 3 aforesaid;
- b) To permit the Lessor or his agents with all necessary workmen and appliance at all reasonable time during day time by prior appointments to enter upon the said premises for the purposes of viewing the state thereof;
- c) Not assign, underlet or party with the possession of the said premises or any part thereof without the written consent of the Lessor;
- d) To use the demised premises for business purposes only.
- e) Not to make any structural alterations in the said premises without first obtaining Lessors' consent;

5. LESSORS' COVENANTS:

The Lessors hereby covenants with the Lessees:

- a) To keep in tenable major repair the roof and the outside walls and ground surrounding the demised premises;
- b) The Lessor shall not be liable for any injury to the Lessees, his/her guests, servants or visitors caused by any defect in or by outside the premises.
- c) The Lessees shall have the option of renewing this lease by Lessors consent for such further period as may be agreed between the parties

provided the Lessee gives to the Lessor 3 months notice in writing prior to the determination of the lease.

- d) If this agreement is renamed rent is subject to change at the discretion of Lessor.

6. ALTERATIONS

- a) The Lessor confirms that the Lessees may make such renovations and alterations to the Demised Premises as the Lessees shall require to enable the Lessees to conduct their business;

7. TERMINATION

- a) The Lessor or the Lessees may terminate this Lease upon giving six (6) months notice to either party.
- b) Any notice under this lease shall be in writing and any notice to the Lessees shall be sufficiently served if addressed to the Lessees and delivered to the premises or sent by registered post to the premises or sent by registered posts to their last known post address and any notice to the Lessor shall be sufficiently served if delivered personally or any notice sent by registered post shall be deemed to have been served within 3 days following the day which it was posted.

8. OPTION TO RENEW

At the expiration of the Term, the Lessor will at the request of the Lessees renew the Lease for a further period and terms to be negotiated by both parties.

9. GOVERNING LAW

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

IN WITNESS WHEREOF the parties hereto have duly executed these presents on the dates and the year and in the manner hereinafter appearing.

SIGNED AND SEALED with the Common Seal of }
BHESANIA GARAGE LIMITED }
and delivered at Dar es Salaam this 1st }
day of April, 2022. }

SEAL

Name: Ramesh Bhesania
Signature: [Signature]
Address: 253, Iringa
Designation: Director

BHESANIA GARAGE LTD
P.O. BOX 253
IRINGA

Witness:

Name: SISTY BERNARD
Signature: [Signature]
Postal Address: 12017, Arusha.
Qualification: ADVOCATE



THE LESSEES:

SIGNED AND SEALED with the Common Seal of }
GOLDEN MILE LOGISTICS LIMITED }
and delivered at Dar es Salaam this 1st }
day of April, 2022. }

SEAL

Name: Rajiv Bhesania
Signature: [Signature]
Address: 1393, Iringa
Designation: Director

GOLDEN MILE LOGISTICS LTD.
P.O. Box 253
IRINGA

Witness:

Name: SISTY BERNARD
Signature: [Signature]
Postal Address: 12017, Arusha.
Qualification: ADVOCATE

