

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF LANDS, HUMAN SETTLEMENT DEVELOPMENT

Telephone No: 2753210

LAND REGISTRY,
P.O. Box 190,
MOSHI.

Ref. No. LR/HS/1/58008/8

20th JULY 2018

REGISTERED POST

Sir/Gentlemen/Madam,

RE: LEASEHOLD AGREEMENT OVER
CT. NO. 58008, PLOT NO. 1
HEAVY INDUSTRY KAZIPE AREA
TANICA CITY ISSUED CT NO. 58008/1
LR-66

I have the honour to refer your letter No. LR-66
dated 19-7-18 and enclosure thereto.
I return herewith Certificate of Titles Nos: 58008, 58008/1
above mentioned DND having been registered
again the Title under F.D. Nos: 49413 on 19-7-2018
My official receipt No: for Shs.

..... is enclosed herewith/has already been dispatched to you.
Please acknowledge receipt of the enclosures thereto.

I have the honour to be

Sir/Gentlemen

Your Obedient Servant

[Signature]
Asst Registrar of Titles
Ministry of Lands, Housing and Human
Settlements Development
P.O. Box 190
MOSHI

ASSISTANT REGISTRAR OF TITLES MOSHI

ENCLOSURES:

- (1) CT. NO. 58008, 58008/1
- (2) LEASEHOLD AGREEMENT DND

TO: PEE PEE (T) LIMITED
PO BOX 34
TANICA

c.c. AUTHORIZED LAND OFFICER
BOX 175
TANICA



TANZANIA INVESTMENT CENTRE

LEASEHOLD AGREEMENT

(Issued under Section 20 of the Land Act, Cap. 113 R.E.2002)

Date of Issue:

Land Office Number:

Land Description:

A handwritten signature in black ink, appearing to be 'W2' or similar, located at the bottom left of the page.

TANZANIA INVESTMENT CENTRE

THE LAND ACT

(No. 4 of 1999)

DERIVATIVE RIGHT

(Under Section 20)

C.T. No: 58008 LR Moshi

L.O. No: 794912

LD No: TAD/18352

Made and entered into this...^{20th} day of...^{June}.....2018

BETWEEN

TANZANIA INVESTMENT CENTRE

A body corporate established under The Tanzania Investment Act, 1997 (Act No. 26 of 1997) by order published in the Official Gazette as Government Notice no. 291 of 1997; of P.O Box 938 DAR ES SALAAM (hereinafter referred to as the "LESSOR") on the one part;

AND

PEE PEE (T) LIMITED

of P.O Box 34 TANGA and having certificate of incentives No. 041328-01 (hereinafter referred to as the "LESSEE") on the other part.

THIS LEASE WITNESSES as follows:

WHEREAS the Lessor is the holder of a Right of Occupancy registered in the Land Registry at MOSHI under the above-named Title, in respect of land within Plot No. 1, situated at **Heavy Industry Area** in Tanga City and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the land being fully described in the schedule hereto for a term of **Ninety Eight (98)** years commencing on the **First** day of **April, Two Thousand and Eighteen** and expiring on the **Thirty First** day of **March, Two Thousand One Hundred and Sixteen** subject to the provisions of the land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:

The Land shall be used for **Heavy Industrial** purposes only; Use Group 'A' use classes (a) and (d), Use Group 'O' use class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.



PART A: THE LESSEE SHALL:

1. **HAVING** paid in advance Land Rent up to June, 2018, thereafter continue to pay TZS 904,850/- (nine hundred four thousand eight hundred fifty only) or any other amount as assessed by the Commissioner for Lands or Authorized Officer, being annual Land Rent, and 10% thereto being TIC Facilitation Fee, payable on the first day of July in every year of the term.
2. **BE** liable to pay any and all costs arising herefrom and in particular;
 - (i) Any fees or stamp duties which may be discovered to be payable in connection with the Lease.
 - (ii) An amount or amounts levied by the duly authorized institutions by way of rates or like local property taxes.
 - (iii) An amount or amounts equal to any rates or like levy paid by the Lessor in respect of the Land or improvements thereon.
3. **DEVELOP** the land by making expansion of PP bags manufacturing Plant, within **thirty-six months** from the date of signing of this Derivative Right. To that end, the Lessee shall;
 - (i) Submit building plans to the **Tanga City Council** (the Authority) within six months from the commencement of this Lease;
 - (ii) Begin construction of building(s) in permanent materials within six months after the approval of the plans; and
 - (iii) Complete construction within thirty-six months from the day of commencement of this Lease.
4. **MAINTAIN** on the land throughout the term, adequate drainage and disposal of trade refuse and effluent to the satisfaction of the Authority. And at all times during the term of the lease, buildings erected on land should be maintained in good order and repair to the satisfaction of the Lessee.
5. **BE RESPONSIBLE** for:
 - (i) The protection of all beacons on the Land throughout the term of the Lease. Missing beacons will have to be re-established at any time at the Lessee's expenses as assessed by the Director responsible for Surveys and Mapping.
 - (ii) Preserving the environment and protecting the soil against soil erosion; and do all things which may be required by the authorities responsible for environment, to achieve such objective.

6. **NOT** make any disposition to the leased land without prior consent of the lessor. In case of transfer the lessee is required to have developed the land substantially, while regarding mortgage the Lessee should present to the lessor a project evaluation report showing that the level of development on the land is at least 60% of the total investment cost as indicated in the investor's Business Plan.
7. Allow the lessor or any other authorized government officer to get access to the leased land for official duties.
8. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
9. **YIELD** up the Lessor the Land and improvement in good order and condition upon determination of the Lease by affliction of time or otherwise.

PART B. THE LESSOR SHALL:

1. **ENSURE** that the Lessee paying rent and other charges hereby reserved in PART "A" Clause (1) hereof and complying with other terms and conditions hereinbefore contained shall peaceably and quietly hold and enjoy the land and improvements during the said term without interruption from the Lessor or any other person claiming under or in trust for the Lessor.
2. **UPON** breach by the Lessee of any of the foregoing terms and conditions re-enter upon the land and improvements thereon and forfeit the Lease and immediately thereupon the said term shall absolutely determine and whenever this power of re-entry and forfeiture shall arise the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach and requiring the Lessee to remedy the breach within the time to be specified in the said notice and also the action to be taken by the Lessor if the breach is not remedied within the specified period.

PART C: ARBITRATION

In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may commence arbitration proceedings in conformity with the provision of Section 23 of the Tanzania Investment Act, 1997 or under the provision of the Arbitration Ordinance, Cap 15 of the Laws of Tanzania.



We, the within-named PEE PEE (T) LIMITED hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Plot No. 1, situated at Heavy Industry Area in Tanga City, measuring seven thousand six hundred sixty eight (7668) square metres, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 21573 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said PEE PEE (T) LIMITED and DELIVERED in the presence of us this 20th day of June 2018]

Signature.....
Postal Address..... P.O. Box 34, Tanga
Qualification..... Director

Signature.....
Postal Address..... P.O. Box 34, Tanga
Qualification..... Managing Director

SEALED with the COMMON SEAL of the said TANZANIA INVESTMENT CENTRE and DELIVERED in the presence of us this 20 day of June 2018]

Signature.....
Postal Address..... 938 DSM
Qualification..... Executive Director

Signature.....
Postal Address..... P.O. Box 938 DSM
Qualification..... SENIOR LEGAL OFFICER

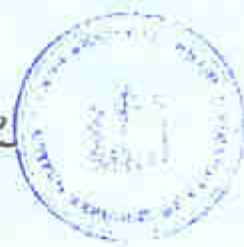


FILED DOCUMENT No. 49413

REGISTERED ^{of}
19-7-2018

at 9.009

[Signature]



Asst. Registrar of Titles

Stamp Duty Shs. 500/- Paid

and Revenue Receipt No. 99004356330

of 19-7-2018

[Signature]
Asst-Reg-7 Titles

Stamp Duty Shs. 500/- Paid

on Revenue Receipt No. 99004356330 19-7-2018

[Signature]

Asst. Registrar of Titles



THE UNITED REPUBLIC OF TANZANIA
THE LAND REGISTRATION ACT (CAP 334)
APPLICATION FOR LEASEHOLD TITLE
(Land Registry-Moshi)

C.T. No:58008
L.O. No:794912
LD NO. TAD/18352

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and **PEE PEE (T) LIMITED** of P.O Box 34 TANGA (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 1 situated at **Heavy Industry Area** in Tanga City. Pursuant to that, we hereby **SUBMIT** a Lease Agreement for registration and **APPLY** for a **LEASEHOLD TITLE** to the said Company, in respect of the said Land which is registered under the above-named Certificate of Title.

SEALED with the **COMMON SEAL** of the said **PEE PEE (T) LIMITED** and **DELIVERED** in the presence of us this] this 20th day of JUNE 2018]

Name: SURAJ DEWANI
Signature: [Signature]
Postal Address: P.O. Box 34 Tanga
Qualification: DIRECTOR

Name: TARANJIT SINGH SAINI
Signature: [Signature]
Postal Address: P.O. Box 34 TANGA
Qualification: MANAGING DIRECTOR

[Signature]

SEALED with the COMMON SEAL of the said TANZANIA]

INVESTMENT CENTRE and DELIVERED in the presence]

of us this.....20.....day ofJune.....2018]

Name: Geoffrey Idelphance Mwaribe
Signature: *[Handwritten Signature]*
Postal Address: 938 DSM
Qualification: Executive Director



Name: ALEXANDER MUTANI
Signature: *[Handwritten Signature]*
Postal Address: P.O. Box 938 DSM
Qualification: SENIOR GENERAL OFFICER



[Handwritten signature]