Land Form No. 56

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 179268
L.O. No: 907371
LD No: 358118

Made and entered into this...12th.....day of ...NOVEMBER.....2018

BETWEEN

TANZANIA INVESTMENT CENTRE (TIC)

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 (thereinafter referred to as the "**LESSOR**") on the one part

AND

DOLIN INVESTMENT CO LIMITED

of P.O Box 38621 DAR ES SALAAM and having certificate of incentives No. 042895 (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 DAR ES SALAAM under Title No. **179268** in respect of land within Plot No. **5** Block "**D**" situated at **Mwanambaya** in **Mkuranga District,** and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the land being more fully described in the schedule hereto for a term of **Ninety-Eight** years commencing on the **First** day of **January, Two Thousand** and **Seventeen** and expiring on the **Thirty First** day of **December, Two Thousand One Hundred** and **Fifteen** 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 **Light Industrial (Plastic Shoes)** purposes only; Use Group **'M'** use classes **(a), (b)** and **(c)** 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 Tshs **638,978/=** (Six Hundred Thirty Eight Thousand Nine Hundred Seventy Eight) or any other amount as assessed by the Commissioner for Lands or Authorised 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 here from 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** and maintain on the land all existing buildings designed in permanent materials and used for Manufacture of Plastic Footwear and Allied Products, as approved by **Mkuranga District Council** (the Authority).

4. **WHERE** necessary and permissible, to erect more building(s) in accordance with building plans and specifications, that shall have been first approved by the Authority.

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. Do everything necessary to preserve the environment and protect soil and prevent soil erosion on the land and all things which may be required by the authorities responsible for environment and 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 theron 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 **DOLIN INVESTMENT CO LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Plot No. **5** Block **'D'** situated at **MWANAMBAYA** in **MKURANGA DISTRICT,** measuring **Nineteen Thousand Nine Hundred Sixty Eight (19,968) square metres,** shown for identification only edged **Red** on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **87879** deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the **COMMON SEAL** of the said)
DOLIN INVESTMENT CO LIMITED and)
and **DELIVERED** in the presence of us)
this.....12th.....day of ..NOVEMBER.....2018)

Signature.....
Postal Address.....38621, DAR ES SALAAM.
Qualification.....MANAGING DIRECTOR.

Signature.....
Postal Address.....38621, DAR ES SALAAM.
Qualification.....DIRECTOR.

SEALED with the **COMMON SEAL** of the said)
TANZANIA INVESTMENT CENTRE and)
DELIVERED in the presence of us this .....27TH.....)
day of .....NOVEMBER.....2018)

Signature.....
Postal Address.....P.O-BOX 938 DSM
Qualification.....EXECUTIVE DIRECTOR

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

FILED DOCUMENT No: 200986

REGISTERED ON: 29.11.18

AT: 1-48 PM

For Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT

Stamp Duty Sts. 1500/- Paid

Receipt No: 99009409814

of: 29.11.2018

Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT

Stamp Duty Sts. 1500/-

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of: 29.11.2018

Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND REGISTRATION ACT (CAP 334)

APPLICATION FOR LEASEHOLD TITLE

(Land Registry- Dar es Salaam)

C.T. No: 179268
L.O. No: 907371
LD No: 358118

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and **DOLIN INVESTMENT CO LIMITED** of P.O Box 38621 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 5, Block 'D' situated Mwanambaya, in Mkuranga District. Pursuant to that, we hereby **SUBMIT** the Lease Agreement for registration and **APPLY** for the issue of a **Leasehold Title** to the said Company, in respect of the said Land which is registered under the above Certificate of Title.

SEALED with the **COMMON SEAL** of the said)
DOLIN INVESTMENT CO LIMITED)
and **DELIVERED** in the presence of us)
this 12th day of NOVEMBER 2018)

Signature.....

Postal Address P. O. BOX 38621 DAR ES SALAAM

Qualification MANAGING DIRECTOR

Signature.....

Postal Address 38621 DAR ES SALAAM.

Qualification DIRECTOR.

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SEALED with the **COMMON SEAL** of the said **TANZANIA]**

INVESTMENT CENTRE and **DELIVERED** in the presence]

of us this 29th day of NOVEMBER 2018]

Signature: .....

Postal Address: P.O. BOX 938 DSM

Qualification: EXECUTIVE DIRECTOR

Signature: .....

Postal Address. P.O. BOX 938 DSM

Qualification: SENIOR LEGAL OFFICER

FILED DOC. No. 200987

REGISTERED ON 29.11.2018

AT 1.48 PM

Registrar of Titles

TANZANYIKA STAMP DUTY

Stamp Duty Shs: 500/=

Receipt No: 99009409814

on 29.11.2018

Stamp Duty Officer

TANZANYIKA STAMP DUTY ACT

Stamp Duty Shs: 1500/=

Receipt No: 99009409814

on 29.11.2018

Stamp Duty Officer