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31.08.18  
10.30 AM

Land Form No. 22

198214  
23.08.18  
99005464707

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999  
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No: 177544  
L.O. No. 907429.  
L.D. No. 257279.

The 30<sup>th</sup> day of August Two thousand and Eighteen.

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTRE Established under Act No.26 of 1997 of P.O. Box 938, DAR ES SALAAM (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of ninety nine years from the first day of July, Two thousand and Eighteen according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2019 shall thereafter pay rent of shillings three million nine hundred sixty four thousand four hundred eighty (3,964,480/=) a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
  - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping

*[Handwritten signature]*

The Land shall be used for **Industrial** purposes only; Use Group 'N' use classes (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 3,964,480/= (Three Million Nine Hundred Sixty Four Thousand Four Hundred Eighty) 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 service trade and specifically production of precast concrete wall panels, as approved by **Kibaha 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. 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 PRANCE INTERNATIONAL TRADE COMPANY LIMITED hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Plot No. 2 Block 'A' situated at Zogowali in Kibaha District, measuring twelve decimal point three nine zero (12.390) hectares, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 41073 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said )  
PRANCE INTERNATIONAL TRADE )  
COMPANY LIMITED and DELIVERED in the )  
presence of us this.....day of .....2018 )

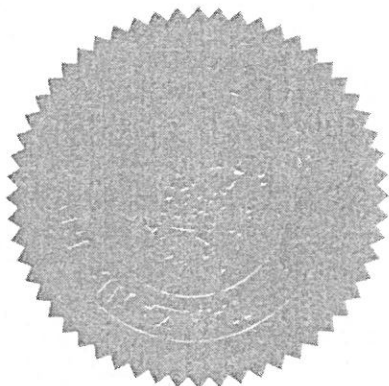
Signature.....  
Postal Address..... P.O. BOX 38009  
Qualification..... Director.....

Signature.....  
Postal Address..... P.O. BOX 38009  
Qualification..... Secretary.....

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

Signature.....  
Postal Address..... Box 938 DSM  
Qualification..... EXECUTIVE DIRECTOR.....

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



Handwritten initials 'LR' in the bottom left corner.

LEASE 199343  
21.9.2018 3:11 PM  
PRANCE INTERNATIONAL TRADE COM-  
PANY LTD, BOCTH28, D'HAAM  
FOR A TERM OF 98 YRS FROM 1-7-2018  
LEASE HOLD TIME  
177546/1 1550

(ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.

(iii) Building shall be in permanent materials.

WP/AB/22  
(iv) Building plans to be submitted to the Kibaha <sup>Town</sup> District Council within six months from the commencement of the Right.

(v) Building construction to begin within six months after approval of the plans.

(vi) Building to be completed within thirty six months from the day of commencement of the Right.

3. The Occupier shall further

(i) Make and maintain of the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.

(ii) Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose.

(iii) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.

(iv) Fence the land with a good quality fencing, car parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided within the boundaries of the land.

4. **USER:** The land shall be used Industrial purposes only, Use Group 'N' Uses classes (b) and (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

5. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.

6. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with all premia, taxes and dues prescribed in connection with the disposition.

7. The President may revoke the right for good cause or in public interest.

The Ins  
advised

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SCHEDULE

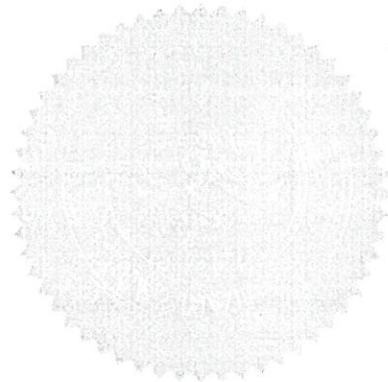
ALL that Land known as Plot No. 3 Block 'A' situated at Zogowali in Kibaha Township containing seven decimal point six five five (7.655) Hectore shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 41073 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

Given under my hand and my official seal the day and year first above written.

*[Signature]*  
A3 ASSISTANT COMMISSIONER FOR LANDS

The within named TANZANIA INVESTMENT CENTRE hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said )  
TANZANIA INVESTMENT CENTRE and )  
DELIVERED in the presence of us )  
this 29 day of August 2018. )



Signature: *[Signature]* )

Postal Address: 938 )

DAR ES SALAAM )

Qualification: EXECUTIVE DIRECTOR )

Signature: *[Signature]* )

Postal Address: P.O. Box 938 )

DAR ES SALAAM )

Qualification: SENIOR LEGAL OFFICER )




Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Ministry of Lands, Housing and Human Settlements Development

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No : 99006622784  
Received from : TANZANIA INVESTMENT CENTRE  
(TIC)  
Amount : 134,000.00 TZS  
Amount in Words : One Hundred Thirty Four Thousand  
Tanzanian Shilling Only  
In respect of : 140329 - Land Registration Fees  
Bill Reference : STAMP DUTY AND REG FEES  
Payment Control Number : 991171295069  
Payment Date : 2018-09-24  
Issued by : MARTHA STANLEY MILLINGA  
Date Issued : 24-09-2018 10:52:27  
Signature : 

Government Payment Gateway © 2017 All Rights Reserved (GoPG)