

177543
31-08-18
10:30 Am

Land Form No. 22

122478/-
99005464810
23-08-18

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No: 177543
L.O. No. 907430.
L.D. No. 257278.

The 30th 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 two million four hundred forty nine thousand seven hundred sixty (2,449,760/=) 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

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TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 177543
L.O. No: 907430
LD No: 257278

Made and entered into this.....day of2018

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 (hereinafter referred to as the "LESSOR") on the one part

AND

PRANCE INTERNATIONAL TRADE COMPANY LIMITED

of P.O Box 38009 DAR ES SALAAM and having certificate of incentives No. 015097 (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. 177543 in respect of land within Plot No. 3 Block "A" situated at Zogowali in Kibaha 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 **July**, **Two Thousand** and **Eighteen** and expiring on the **Thirty First** day of **June**, **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:

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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

As


FILED ON: _____
OF _____
no. F4 _____
Registrar of Titles

ENDORSEMENT ENCLOSED



FILED DOCUMENT No. 199341
REGISTERED ON 21.09.2018
AT 3:11 PM

Registrar of Titles



TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs. 134,000/- Paid
Receipt No. 99006622784
of 24-09-2018

Stamp Officer

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs. 500/- Paid
Receipt No. 99006622784
of 24-09-2018

Stamp 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 : 99006622822

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 : 991171295071

Payment Date : 2018-09-24

Issued by : MARTHA STANLEY MILLINGA

Date issued : 24-09-2018 10:51:38

Signature : 