

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 (thereinafter 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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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 2,449,760/= (Two Million Four Hundred Forty Nine Thousand Seven Hundred Sixty) 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.

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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

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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. 3 Block 'A' situated at Zogowali in Kibaha District, measuring seven decimal point six five five (7.655) 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 of2018) **11**

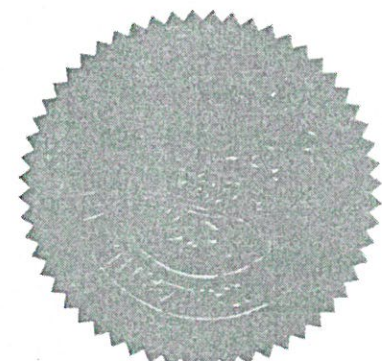
Signature..... *[Handwritten Signature]*
Postal Address..... P.O. BOX 38209
Qualification..... DIRECTOR

Signature..... *[Handwritten Signature]*
Postal Address..... P.O. BOX 38209
Qualification..... SECRETARY

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE and)
DELIVERED in the presence of us this **19**)
day of **SEPTEMBER**2018)

Signature..... *[Handwritten Signature]*
Postal Address..... BOX 938 DSH
Qualification..... EXECUTIVE DIRECTOR

Signature..... *[Handwritten Signature]*
Postal Address..... P.O. BOX 938 DSH
Qualification..... SENIOR LEGAL OFFICER




FILED ON: _____
REGISTERED ON: _____
AT: _____
Registrar of Titles

ENDORSEMENT CANCELLED



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

HANDLING OVER NOTE-DISPATCH MEMO

LHT No.177543/1
Plot No.3 Block 'A' Zogowali,
Kibaha Township.

I, YAHUI WU of P.O. Box 77128 TEL +255 715 568 888 DAR ES SALAAM being Director of PRANCE INTERNATIONAL TRADE COMPANY LIMITED with Driving Licence No.4000599705 do hereby accept that I have collected Derivative Title No. 177543/1 for the above mentioned plot on behalf of PRANCE INTERNATIONAL TRADE COMPANY LIMITED from TANZANIA INVESTMENT CENTRE for the sole purpose of delivering it to The Directors of PRANCE INTERNATIONAL TRADE COMPANY LIMITED for safe keeping.

Received by; YAHUI WU

Signature;.....

Dispatched by; MICHAEL J.M

Signature;.....

Date:26/09/2018



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 : 