

LEASE AGREEMENT
INDUSTRIAL PLOT – 50,000 SQUARE METER at
NJOMBE INDUSTRIAL ESTATE LIMITED, PLOT 1, BLOCK B, WARD
YAKOBI, NJOMBE, TANZANIA

THIS LEASE AGREEMENT is made on the 15th day of JUNE, 2022, between NJOMBE INDUSTRIAL ESTATE LIMITED, a limited liability Company incorporated in Tanzania with its registered office in Yakobi Village, Njombe Region, Tanzania (**“the Landlord”**, which expression shall, where the context so admits, include its successors and assigns) on the one part, and MADABA WOOD PROCESSING TANZANIA LIMITED, of P.O.Box 1055, NJOMBE, TANZANIA (**the “Tenant”**).

IT IS AGREED AS FOLLOWS:

1. **AGREEMENT**

The Tenant hereby agrees to rent from the Landlord, 50,000 Square Meter Industrial Land situated in, Yakobi Village, Njombe Region, Tanzania .(**“The Property”**)

2. **DURATION**

The Agreement for rental of the Property will commence on the 1st JULY, 2022, and subject to Clause 2.2, will expire on the 30th JUNE, 2032. (**Expiry Date**).

3. **OWNERSHIP**

The ownership of the Property will remain with the Landlord at all times.

4. **USE**

The Tenant shall use the Property solely for Industrial purposes.

5. **RENTAL**

The Rental for the Property will be Tzs. 20.00 (Tanzania Shilling Twenty Only) Per Square Meter per month, payable in advance on the first day of the month. The rental will be reviewed on every two year and adjustment will be done on mutual agreement.

6. **ASSIGNMENT AND SUBLEASING**

The Tenant shall not without prior written consent of the Landlord:

- 6.1 assign or transfer its rights or obligations under this Agreement; or
- 6.2 sub-let or otherwise dispose of or grant an interest (including any security interest) in or over the Property.


7. **TERMINATION**

Either party may terminate this Agreement and the Lease granted hereunder by twelve months' prior written notice to the other party at any time during the duration of lease.

8. **GOVERNING LAWS**

This Lease Agreement shall be governed by and construed in accordance with the laws of Tanzania.

IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the days hereinafter appearing.



RAJEEV SINGH

For and on behalf of
MADABA WOOD PROCESSING TANZANIA LIMITED



PRADEEP KUMAR SHARMA

For and on behalf of NJOMBE INDUSTRIAL ESTATE LTD.

MADABA WOOD PROCESSING
TANZANIA LIMITED
NJOMBE, TANZANIA

15th June 2022


Date:

NJOMBE INDUSTRIAL
ESTATE LIMITED
P.O. BOX-1055 NJOMBE

15/06/2022

Date

TITLE No: **2913 - NJO**
 REGISTERED ON: **4-1-2022**
 AT: **10.00 A.M**



[Signature]
 Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs: **204626/-** Paid
 On Original Receipt No: **921356085095416**
 of: **22-12-2021**
[Signature]
 Stamp Duty Officer

Land Form No. 22

TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs: **100/-** Paid
 Receipt No: **921356085095416**
 of: **22-12-2021**
[Signature]
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA
 THE LAND ACT, 1999
 (NO. 4 OF 1999)
 CERTIFICATE OF OCCUPANCY
 (Under Section 29)

Title No: **2913 - NJO**
 L.O. No. 1304908
 LD. No. NTC/19321

The **22nd** day of **December** Two Thousand Twenty One

THIS IS TO CERTIFY that **NJOMBE INDUSTRIAL ESTATE LIMITED**, a limited Liability Company incorporated in Tanzania under the Companies Act, 2002 of P.O. Box 113 NJOMBE, PHONE No. 0787-828600 (hereinafter called "the Occupiers") are 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 (99)** years from the **First** day of **October, Two Thousand Twenty One**, according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution there for or amendment thereof and to the following special conditions:-

1. The Occupiers having paid rent up to the thirtieth day of **June 2022**, shall thereafter pay rent of shillings **Three Million Eight Hundred Thirty Six Thousand Eight Hundred Seventy Six (Tshs. 3,860,876/=)** Only 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 Occupiers 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' expenses as assessed by the Director responsible for Surveys and Mapping.
 - (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) Erect on the land buildings in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the **NJOMBE TOWN COUNCIL** (hereinafter called "the Authority").

- (iv) Submit to the Authority building plans within Six months from the date of commencement of the Right
 - (v) Begin building construction within six months after the approval of the building plans by the Authority.
 - (vi) Complete the building construction within Thirty Six months from the date of commencement of the Right.
 - (vii) Not erect or commence to erect on the land buildings, or structure of any kind whatsoever except in accordance with building plans and specifications which shall have been first approved by the Authority
3. **USER:** The land shall be used for **Industrial purposes, Use Group 'N' Use Class (b)** as defined in the Urban Planning (Use Groups and Use Classes) Regulations, 2018.
4. The Occupiers shall further:-
 - (i) Make and maintain on 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;
 - (v) Loading and unloading facilities shall be provided within the boundaries of the land.
4. The Occupiers shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
5. The Occupiers shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
6. The **President** may revoke the right for **good cause** or in **public interest**.

SCHEDULE

ALL that Land known as **Plot No. 1 Block 'B'** situated at **YAKOBI Area in Njombe Town** containing **Two Hundred and Three Thousand Two Hundred and Four (203,204) Square Metres** shown for identification only edged **red** on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **143937** 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.

Ag. ASSISTANT COMMISSIONER FOR LANDS

We, the within named **NJOMBE INDUSTRIAL ESTATE LIMITED** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the **COMMON SEAL** of the said **NJOMBE INDUSTRIAL ESTATE LIMITED** and **DELIVERED** in our presence this24.....day of 12.....**2021**.



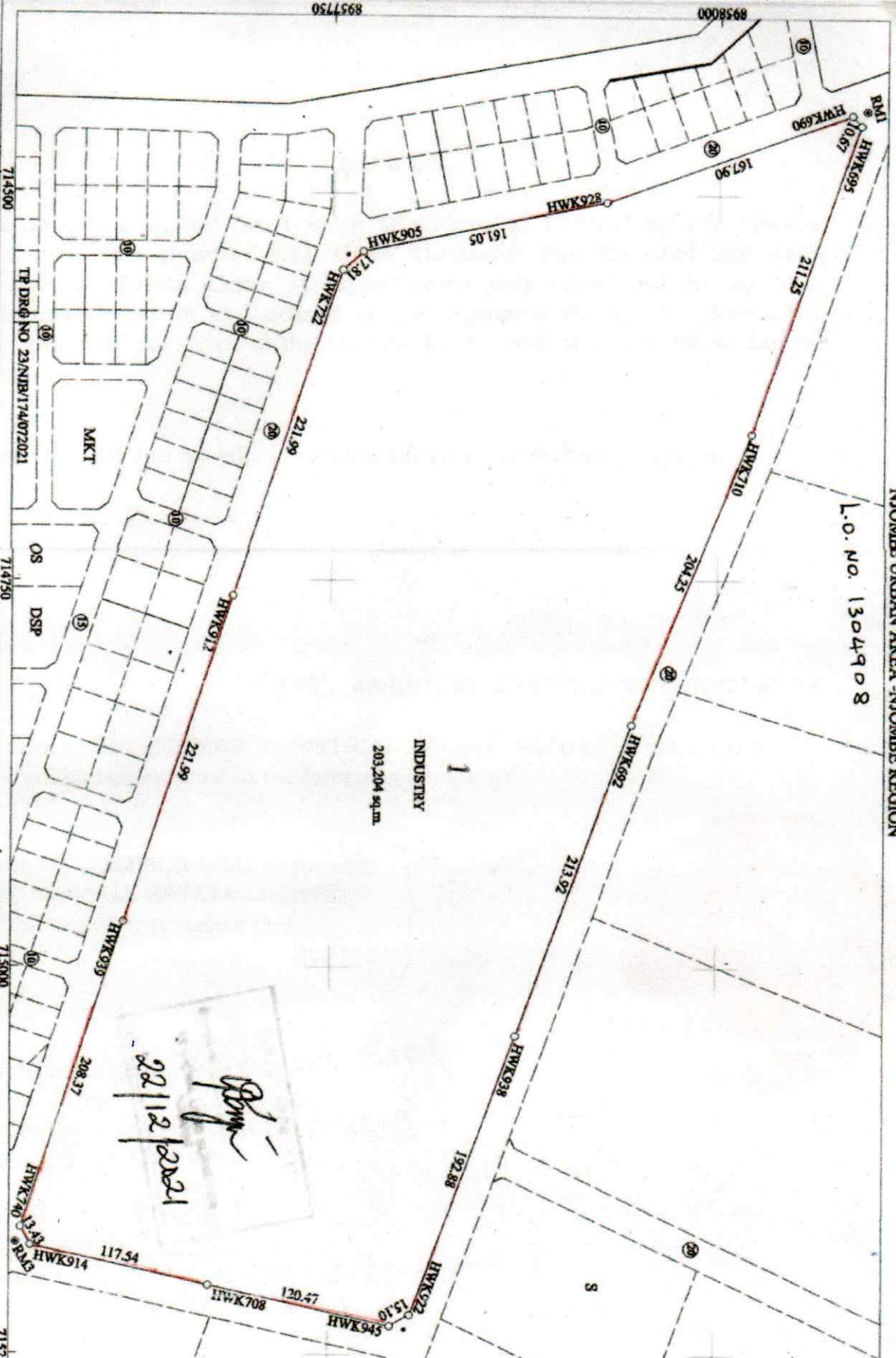
Witness's

Name: ANILKUMAR RAMANRAJ PATEL
Signature: [Signature]
Postal Address: P.O Box 2666 MBEYA
Qualifications: DIRECTOR

Name: RAJEEV SINGH
Signature: [Signature]
Postal Address: W3 KIBENA PRIVATE DAL, NJOMBE, TZ
Qualifications: DIRECTOR

SURVEY OF PLOT No BLOCK
 NJOMBE URBAN AREA - NJOMBE REGION AT YAKOBI

L.O. No. 1304908



COMPS. E 14 / 255
 MP 2.61/IV/VOL. IV
 STD SHEET 2.61/IV
 ACTION CD
 PLAN No E 14 / 255/4

SCALE 1:2,500
 AMENDMENTS MADE BY:-
 1.
 2.
 3.
 PHOTOSTAT COPIES TO:
 1.
 2.
 3.

PLAN DRAWN BY: JABBERA WASSON
 I hereby certify that the survey represented by this plan was carried out in accordance with the regulations.
 ANNA MAKANTA
 SURVEYOR INCHARGE
 NJOMBE TOWN COUNCIL
 DATE 14/12/2021
 REGISTERED PLAN NO. 14391