

S/No.emgil/062/2022.

**LEASE AGREEMENT**

This Lease Agreement is made this 27th day of June, year 2022 between CMG INVESTMENTS LTD of P.O. Box 235 MWANZA hereinafter referred to as the "Lessor" and PURE PACK COMPANY LIMITED of P.O.BOX 25220 DAR ES SALAAM, herein after referred to as the "Lessee".

Whereas the Lessor owns a vacant Godown which is termed as Godown No:01. Which have 350 square meter in a Building Bearing Plot No.15 Block B. "VINNGUNGUTI" (VINGUNGUTI AREA) which is here by leased to the Lessee for the period of Three year Starting from 01<sup>st</sup> July, 2022 ending 30<sup>th</sup> June, 2025 and the lessee intends to enter into the said agreement in which, both parties have accepted the agreement in terms and conditions as are witnessed below;

1. The lease shall be for a period of Three year commencing in 01<sup>st</sup> July, 2022 and renewable annually on mutual agreement between The Lessor and The Lessee after the period of lease.

**2. USAGE:**

The lessee shall be entitled to use the leased House exclusively for the Commercial purpose (Industrial Purpose) respectively and used only by the lessee.

**3. TAXES & RATES:**

The Lessor shall pay all the taxes pertaining to the property and land. The lessee shall pay the electricity, water bills and Stamp duty, which is one percent (1%) of the rent to Tanzania Revenue Authority (TRA) for the period of the lease.

**4. REPAIRS:**

The lessor undertakes to repair and do all the necessary maintenance works necessary for general upkeep of the property and where the property is damaged by natural calamities; e.g. floods, fire or explosion, civil commotion, lightening, storm, earth quake, volcanic activity or other natural calamities or other accidental damages not attributed to the negligence of the lessee, his invitee or employee(s). Rent payable during the repair period shall be suspended until the House is restored to a usable condition. However, the lessee shall be required to carry out repairs for the defects attributed to his/her negligence or replacements of items damaged in the course of usage such as electrical bulbs, door locks, water taps etc.

In case of any special requirement by the lessee with regard to alterations, renovations or modifications of the property, they shall be carried out only after the mutual agreement between both parties and at the lessee's cost **CLEANLINESS AND SECURITY:** The tenant is responsible in cleaning and security of the leased property for the whole duration period of the contract.

CMG Public Welfare Trust  
CMG Construction Co. Ltd  
CMG Motels Ltd  
CMG Pyramid Industries Ltd

**CMG Group of Companies**

Nyanza Bottling Co. Ltd  
Mara Coffee Ltd  
New Mwanza Hotel  
CJ Elevators (T) Ltd.

CMG Investments Ltd  
S & C Ginning Co. Ltd  
GPH Industries Ltd

# CMG INVESTMENTS LTD

P. O. Box 235, Nyakato Industrial Area, Mwanza, Tanzania.  
Phone: +255 784 530000, +255 784 800660 : +255 688 358165



S/No.cmg/062/2022.

5. LEASE RENT: The lease rent is fixed at USD 1,604.8 Per month vat inclusive during the current year of agreement, in other years of occupation Rent can be Reviewed. The lesser has the right to come and check the condition status of the rented property whenever necessary in the tenant's presence. One month rent extra has to be paid for security, fault or damage and utility bills and shall be mutually agreed and paid in advance for the whole period for future continuation of lease.

The Security deposit amount will be refunded if there will be no damage or outstanding utility bills after the expiration of the lease agreement.

## 6. PAYMENT TERMS:

The rent shall be paid in Four installments at the commencement of the lease agreement period starting from 01<sup>st</sup> July, 2022 Hence rent payable in Lump sum for 1<sup>st</sup> installment is USD 4,814.4 and 2<sup>nd</sup> installment is USD 4,814.4 3<sup>rd</sup> Installment is USD 4,814.4 4<sup>th</sup> installment is USD 4,814.4. This will make a total contract sum of USD 19,257.6 by signing this agreement. Withholding Tax as per law will be deducted from the rent payable and the net amount shall be paid. The key deposit of one month rent as security is USD 1,604.8. There shall be 2% interest rate for every payment delayed for more than seven working days (1 week). And 1% of the total outstanding as the coverage of the follow up cost.

## 7. PAYMENT INSTRUCTIONS:

All rental payments shall be made by cheque or deposited directly to CMG INVESTMENT LTD. Account no 003000022176, BANK, AZANIA BANK: OR USD Account no: 003010000661 AZANIA BANK: And all details pertaining to the respective tenants shall be stated clearly on the bank pay slip.

## NOTE:

a) No cash should be paid to any of our staffs as rent collection by the lessee.

b) Any cash paid to rent collector or anybody will not be accountable as rent

## 8. INDEMNITY:

The Lessee undertakes to indemnify the lesser for any loss or damage caused to the property on account of their misuse or negligence. This undertaking however does not apply to accident And force majeure.

*Mohamed KAMAL*

CMG Public Welfare Trust  
CMG Construction Co. Ltd  
CMG Motels Ltd  
CMG Pyramid Industries Ltd

## CMG Group of Companies

Nyanza Bottling Co. Ltd  
Mara Coffee Ltd  
New Mwanza Hotel  
CJ Elevators (T) Ltd.

CMG Investments Ltd  
S & C Ginning Co, Ltd  
GPH Industries Ltd

## CMG INVESTMENTS LTD

P. O. Box 235, Nyakato Industrial Area, Mwanza, Tanzania.  
Phone: +255 784 530000, +255 784 800660 ; +255 688 358165



S/No.cmgl/062/2022.

### 9. TERMINATION:

Either side can decide to terminate the contract by giving one-month notice to the lesser or lessee. The Lessee shall vacate premise while the property is at reasonable wear and tear.

- a) The Lessor or his agent shall inspect the property and if there is fault or damage the lessee shall restore before vacating the premise.
- b) Failure to pay for one consecutive month the lesser will be liable to vacate the tenant by closing the premise and payments proceeds.
- c) Delay of paying rent within seven days will lead you to pay the rent and penalties of 2% of rent period delayed

### 10. IDENTITY:

The Lessee shall provide official identification documents to confirm its existence; such as Tin No. and Business License for Institutions and for the individuals' passport, identity card, etc.

In agreement with the terms and conditions contained herein above, the two parties hereto set their hands below:

MR. PAUL SILILO

REAL ESTATE OFFICER

PHONE NO.0744898472

MR. HUSSEIN MOHAMED

FINANCIAL CONTROLLER

PHONE NO 0754809903

FOR ESTHER GABRIEL

OPERATION MANAGER.

*Mohamed KAMAL*

CMG Public Welfare Trust  
CMG Construction Co. Ltd  
CMG Motels Ltd  
CMG Pyramid Industries Ltd

CMG Group of Companies  
Nyanza Bottling Co. Ltd  
Mara Coffee Ltd  
New Mwanza Hotel  
CJ Elevators (T) Ltd.

CMG Investments Ltd  
S & C Ginning Co. Ltd  
GPH Industries Ltd

**CMG INVESTMENTS LTD**

P. O. Box 235, Nyakato Industrial Area, Mwanza, Tanzania.  
Phone: +255 784 530000, +255 784 800660 ; +255 688 358165



PHONE NO 0784 373755

S/No.cmgi/062/2022.

LESSOR

Authorized Person Benson T. Mwanza Company witnesses Kidani Abdallah  
 Signature [Signature] Signature [Signature]  
 Date 30/06/2022 Date 30/06/2022



LESSEE

Authorized Person Mohamed El Ashby Company witnesses Samir R. Pally  
 Signature [Signature] Signature [Signature]  
 Date 30/6/2022 Date 30/6/2022

Before Me:

NAME: AMBROCE MENANCE NKWERO

SIGNATURE: [Signature]

ADDRESS: BOX 25220. DSM.

QUALIFICATION: ADVOCATE.



CMG Public Welfare Trust  
 CMG Construction Co. Ltd  
 CMG Motels Ltd  
 CMG Pyramid Industries Ltd

CMG Group of Companies  
 Nyanza Bottling Co. Ltd  
 Mara Coffee Ltd  
 New Mwanza Hotel  
 CJ Elevators (T) Ltd.

CMG Investments Ltd  
 S & C Ginning Co. Ltd  
 GPII Industries Ltd

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

TRANSFER OF RIGHT OF OCCUPANCY  
(Under section 62)

TITLE NO. 18531 (PLOT NO. 15 INDUSTRIAL AREA YINGUNGUTI, DAR ES SALAAM)

IN CONSIDERATION of the sum of United States Dollars one million eight hundred thousand (US\$ 1,800,000.00) WE, GENERAL TYRE EAST AFRICA LIMITED a private company incorporated with limited liability in the United Republic of Tanzania, for the purpose hereof of P. O. Box 554, Arusha, HEREBY TRANSFER to CMG INVESTMENTS LIMITED a private company incorporated with limited liability in the United Republic of Tanzania for the purpose hereof of P. O. Box 235, Dar es Salaam the Right of Occupancy registered under the above reference.

SEALED with the Common Seal of  
GENERAL TYRE EAST AFRICA LIMITED  
and DELIVERED in the presence of us  
this 4 day of ~~February~~ June, 2007

Full Name: PROF. DAVID KAPINGA  
Signature: [Signature]  
Address: MOROGORO

Designation: Director

Full Name: BEATUS KASEGENYA  
Signature: [Signature]  
Address: ARUSHA

Designation: Director / Company Secretary

SEALED with the Common Seal of  
CMG INVESTMENTS LIMITED  
and DELIVERED in the presence of us  
this 4 day of July, 2007

Full Name: Gachuma Christopher Mwita  
Signature: [Signature]  
Address: [Address]

Designation: Director

Full Name: SANJAM GANDHI  
Signature: [Signature]  
Address: P.O. Box 235 Mwanza

Designation: Company Secretary

DRAWN BY:  
Ringo & Associates  
Advocates  
P. O. Box 79651  
Dar es Salaam

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

**TRANSFER OF RIGHT OF OCCUPANCY  
(Under section 62)**

**TITLE NO. 18531 (PLOT NO. 15 INDUSTRIAL AREA YINGUNGUTI, DAR ES SALAAM)**

IN CONSIDERATION of the sum of United States Dollars one million eight hundred thousand (US\$ 1,800,000.00) WE, GENERAL TYRE EAST AFRICA LIMITED a private company incorporated with limited liability in the United Republic of Tanzania, for the purpose hereof of P. O. Box 554, Arusha, HEREBY TRANSFER to CMG INVESTMENTS LIMITED a private company incorporated with limited liability in the United Republic of Tanzania for the purpose hereof of P. O. Box 235, Dar es Salaam the Right of Occupancy registered under the above reference.

SEALED with the Common Seal of  
GENERAL TYRE EAST AFRICA LIMITED  
and DELIVERED in the presence of us  
this 4 day of ~~August~~ <sup>July</sup> 2007

Full Name: PROF. DAVID KAPINGA  
Signature: *[Signature]*  
Address: MOROGORO

Designation: Director

Full Name: BEATUS KASEGENYA  
Signature: *[Signature]*  
Address: ARUSHA

Designation: Director / Company Secretary

SEALED with the Common Seal of  
CMG INVESTMENTS LIMITED  
and DELIVERED in the presence of us  
this 11 day of July, 2007

Full Name: Gachuma Christopher Mweta  
Signature: *[Signature]*  
Address:

Designation: Director

Full Name: SANJAY GANDHI  
Signature: *[Signature]*  
Address: P.O. Box 235 Mwanza

Designation: Company SECRETARY

**DRAWN BY:**  
Ringo & Associates  
Advocates  
P. O. Box 79651  
Dar es Salaam

4.6.08 118244  
9:25  
[Signature]  
Stamp Duty Officer

YANGON STATE STAMP DUTY ACT,  
Stamp Duty No. 22,140,000/243  
original Receipt No. 3225538  
2.6.08  
[Signature]  
Stamp Duty Officer

YANGON STATE STAMP DUTY ACT,  
Stamp Duty No. 100/- RMB  
original Receipt No. 3225538  
2.6.08  
[Signature]  
Stamp Duty Officer

477

Land Form 51

TANZANIA

## CERTIFICATE OF OCCUPANCY

*(Issued under Section 9 of the Land Ordinance)*

Date of Issue;

Title Number: 18531.

Land Office Number: 24796.

Land: Plot No.15, Industrial Area, Vingunguti, Dar es Salaam.

Term: Ninety-nine years.

18531.

28<sup>th</sup> May 71

9.009.

Nygalaba

L.O. No.24796.

L.D. No.64676.

Stamp No.	2F	Paid
2-3-70		598446

CERTIFICATE OF OCCUPANCY

The

2<sup>th</sup> day of April Nygalaba

One thousand nine hundred and seventy-one

Title No. 18531.

THIS IS TO CERTIFY that GENERAL TYRE EAST AFRICA LIMITED (hereinafter called "the Occupier") is entitled to a 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 January One thousand nine hundred and seventy according to the true intent and meaning of the Land Ordinance 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:-

In this Certificate the City Council of Dar es Salaam is called "the Authority".

1. The Occupier having paid rent up to the thirtieth day of June 1971, shall thereafter pay rent of One thousand seven hundred and eighty Shillings (Shs.1,780/-) a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years 1980, 1990, 2000, 2010, 2020, 2030, 2040, 2050 and 2060 or within three years thereafter in each case.

2. The Occupier shall :-

(1) Erect on the land buildings (hereinafter called "the buildings") to the value of not less than Shs.840,000/- designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the Authority;

(11) By the thirtieth day of June 1970, submit to the Authority and the Commissioner for Lands (hereinafter called "the Commissioner") such plans for the buildings (including block plans showing the position of the buildings) and such drawings, elevations and specifications of them as will satisfy the Authority and as are in accordance

216/-  
598446  
70  
Nygalaba

The

2<sup>th</sup>

day of

April

Nyghala

One thousand nine hundred and seventy-one

Title No. 18531.

THIS IS TO CERTIFY that GENERAL TYRE EAST AFRICA LIMITED (hereinafter called "the Occupier") is entitled to a 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 January One thousand nine hundred and seventy according to the true intent and meaning of the Land Ordinance 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:-

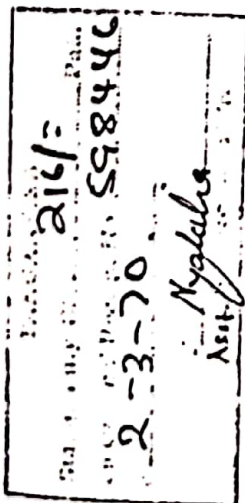
In this Certificate the City Council of Dar es Salaam is called "the Authority".

1. The Occupier having paid rent up to the thirtieth day of June 1971, shall thereafter pay rent of One thousand seven hundred and eighty Shillings (Shs.1,780/-) a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years 1980, 1990, 2000, 2010, 2020, 2030, 2040, 2050 and 2060 or within three years thereafter in each case.

2. The Occupier shall :-

(i) Erect on the land buildings (hereinafter called "the buildings") to the value of not less than Shs.340,000/- designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the Authority;

(ii) By the thirtieth day of June 1970, submit to the Authority and the Commissioner for Lands (hereinafter called "the Commissioner") such plans for the buildings (including block plans showing the position of the buildings) and such drawings, elevations and specifications of them as will satisfy the Authority and as are in accordance with the building condition in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;



- (iii) Within three months from the date of notification by the Authority of approval of the plans and specifications referred to in sub-paragraph (ii) above begin building on the land in accordance with such plans and specifications;
- (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirty-first day of December 1971;
- (v) At all times after the thirty-first day of December 1971, have on the land approved buildings to the value of not less than Shs. 340,000/- and maintain them in good order and repair to the satisfaction of the Commissioner;
- (vi) Not erect or commence to erect on the land any building except in accordance with building plans and specifications which shall first have been approved by the Authority as hereinbefore provided;
- (vii) 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 Commissioner for Surveys and Mapping.

Approval of plans of any building by the Authority shall not imply that the construction of such a building will satisfy the Occupier's obligation under the conditions of the Right and shall not imply waiver or modification of any condition in the Right.

3.(1) The Occupier shall not subdivide the land or assign, sublet or otherwise dispose of or deal with the whole or any part of it or of any building on it without the previous written consent of the Commissioner.

(ii) Occupation or use of the whole or any part of the land or buildings on it by any person other than the Occupier or employees or agents or contractors shall be deemed a dealing with the land or buildings.

4. The Commissioner shall have an absolute discretion to give or withhold consent under condition 3. Any dealing or agreement (other than a mortgage or charge) entered into before compliance with condition 3(iv) will not receive consent except in special circumstances of which the Commissioner shall be the sole judge.

5. The Occupier shall further :-

- (1) 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.

6. The Occupier shall pay to the Minister on demand made by the Commissioner on his behalf :-

- (1) any further fees or stamp duties which may be discovered to be payable by the Occupier in connection with the Right;
- (ii) an amount equal to any contribution in lieu of rates which may be payable by Government for the land during the term of the Right;
- (iii) such sum as the Commissioner shall assess as a proper share payable for the land of the cost of making up the road or improvement of same upon which the land fronts, abuts or adjoins, whether such demand is made before, during or after such making or improvement thereof. This condition does not oblige the Government to make or improve roads.

7. The land and building erected thereon shall be used solely for general industrial purposes Use Group 'O' Use Class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960.

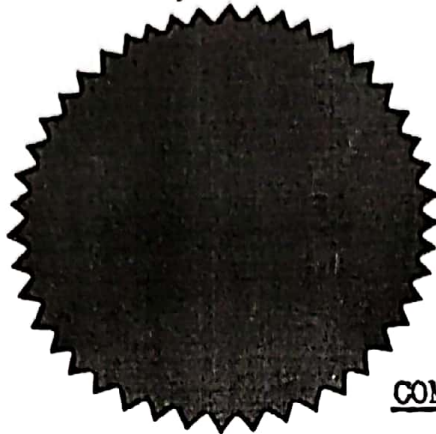
8. The President may revoke the Right for good cause.

### S C H E D U L E

ALL that land known as Plot No.15, Industrial Area, Vingunguti in the City of Dar es Salaam containing Three decimal point Four Two One acres (3.421) acres shown for identification only edged on the plan attached to this Certificate and defined on registered survey plan numbered 14275 deposited at the Office of the Commissioner for Surveys at Dar es Salaam.

GIVEN under my hand and seal and by Order of the

Minister the day and year first above written.



*[Signature]*  
COMMISSIONER FOR LANDS

The within-named GENERAL TYRE EAST AFRICA LIMITED hereby accepts the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said GENERAL TYRE EAST AFRICA LIMITED and delivered in the presence of us this 31<sup>st</sup> day of *march* 1971.

(Signature) *[Signature]*

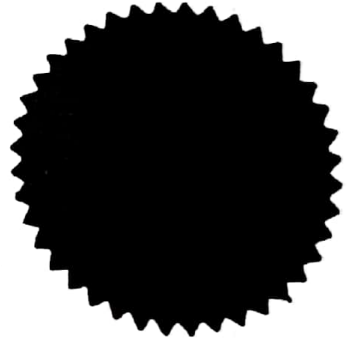
(Postal Address) P.O. Box 2669  
D.S.M.

(Qualification) DIRECTOR

(Signature) *[Signature]*

(Postal Address) P.O. Box 2669  
D.S.M.

(Qualification) SECRETARY



LAND REGISTRY DAR-ES-SALAAM  
MORTGAGE

File: Document no. 111474  
Date of Registration 29. 9. 06 time 9:00 am  
to AFRICAN BANKING CORPORATION  
TANZANIA LIMITED To secure  
USD. 1,250,000  
*[Signature]*

INSET SHOWING DETAILS OF PLOT

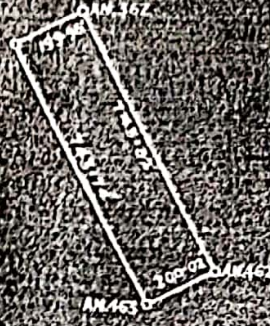
Locality: MINGUNGA

Block: BARAKHOLA

Plot No: 12

LOW: 200

Area: 1200



From Moragora

Central Line

Pugu Road

Surveyed and Registered under Act No. 10 of 1907  
of the Government of India  
[Signature]

