

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT



LEASEHOLD TITLE DSMT1015860

Date Registered: 06-Aug-2021, 11:12

Parent Title: DSMT1007317



Asheundwa

REGISTRAR OF TITLES
(15-Nov-2021)

I. REGISTERED LESSEES

This is to certify that below listed 1 (one) person is entitled to the Leasehold under Single Tenancy from the 1st day of July 2021 to 30th day of June 2118:

Date of Registration/ Filed Doc. Number	Lessee details
06-Aug-2021, 11:12/ DSMF0010118	SUGEC (EAST AFRICA) INTERNATIONAL TRADING COMPANY LIMITED of P.O. BOX 1307, Kinondoni, Dar es Salaam

II. REAL PROPERTY

The below General Land, consisting of 1 (one) land parcel, is granted in whole under this Leasehold title:

District: Kinondoni
Located in: Mbezi, Block L, Plot Number 1107 with total area 7,752.00 Square Metres
Use: **Commercial (Retail and Wholesale)**, Use Group(s) and Use Class(es) **G (e); L (a)**;

III. CONDITIONS

1. The Occupier having accepted the terms and conditions of the Right as prescribed by the Land Act and the regulations made thereto, shall thereafter pay annual rent in advance on the first day of July in every year of the term without deduction PROVIDED that the amount of rent payable may be revised by the Commissioner.
2. The land is general land and shall be used for **Commercial (Retail and Wholesale)** purposes only. Use Group(s) and Use Class(es) **G (e); L (a)**; as defined in Urban Planning (Use Groups and Classes) Regulation, 2018.
3. The President may revoke the Right for good cause or in public interest.
4. See original Lease Agreement.
5. All other conditions prescribed under any Law or Regulations.

IV. DISCLAIMER

The contents of this Leasehold Title do not disclose information related to encumbrances attached to the Certificate. Any person intending to acquire estate or interest in the land shall enquire to the Registrar of Titles for an Official Search so as to satisfy as to the existence of any encumbrances.





FD Number: DSMF0009485
Date/Time: Oct/05/2021 10:00
Transaction No: DSM01228804
Assistant Registrar of Titles of Title

5 21 TFN -833



TANZANIA INVESTMENT CENTRE

LEASEHOLD AGREEMENT

(Issued under Section 20 of the Land Act, Cap. 113 [R.E.2002])

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: DSMT1007317

L.O. No:

LD No:

Made and entered into this.....day of2021

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

SUGEC (EAST AFRICA) INTERNATIONAL TRADING CO. LTD

of P.O Box 1307 DAR ES SALAAM and having certificate of incentives No. 061496 (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. **DSMT1007317** in respect of land within Plot No. **1107 Block 'L'** situated at **Mbezi in Kinondoni 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 Twenty** and expiring on the **Thirty** day of **June, Two Thousand One Hundred and Eighteen** subject to the provisions of the Land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:

The Land shall be used for **Commercial (Retail and Wholesale) Purposes** only; Use Group (s) and Use Class (es) **G (e); L (a)**; (as defined in Urban Planning (Use Groups and use Classes) Regulation, 2018.

PART A: THE LESSEE SHALL:

1. **HAVING** paid in advance Land Rent up to thirtieth day of June, 2020; thereafter continue to pay Tshs. 2,038,776.00/= only (**Two million thirty eight thousand seven hundred and seventy six only**) 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** the land by establish Commercial Warehouse for lease project **within thirty-six months** from the date of signing of this Derivative Right. To that end, the lessee shall;
 - (i) Submit building plans to the **Kinondoni District Council** within six months from the commencement of this lease.
 - (ii) Begin construction of building(s) in permanent materials within six months after the approval of the plans.
 - (iii) Complete construction within thirty six months from the day of commencement of this lease.
4. **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 protect 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. Plant trees all round the farm boundaries
3. **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.

4. Allow the lessor or any other authorized government officer to get access to the leased land for official duties.
5. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
6. **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 **SUGEC (EAST AFRICA) INTERNATIONAL TRADING CO. LTD** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Plot No. 1107 Block 'L' situated at Mbezi in Kinondoni District Council, containing Seven Thousand Seven Hundred Fifty Two (7,752.00) Squre Metres, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 28755 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said]
TANZANIA INVESTMENT CENTRE and]
DELIVERED in the presence of us]
this..... 30]
..... AUGUST]
..... 2021]

Signature..... * [Signature]]
Postal Address..... P.O. Box 938 DSH]
Qualification..... EXECUTIVE DIRECTOR]

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

SEALED with the COMMON SEAL of the said]
SUGEC (EAST AFRICA) INTERNATIONAL]
TRADING CO. LTD and]
DELIVERED in the presence of us this ... 23]
day of ... JULY]
..... 2021]

Signature..... [Signature]]
Postal Address..... 13017]
Qualification..... Director]

Signature..... [Signature]]
Postal Address..... 13017]
Qualification..... SECRETARY]

