

TANGANYIKA

The Land Registration Ordinance (Cap. 334 of the Laws)



CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY
LEASEHOLD

This is to certify that the annexed ^{copy of} Certificate of Occupancy dated
the 29th day of January 20...18
is registered in the Land Registry under Title No. 170393
Copies of the subsisting entries in the register are within

Dated the 4th day of May 20...18


Asst. Registrar of Title

Title No. 170393/1

Description of registered land.

All that land known as Plot No. 2991 Block 'C' Kinondoni
Ward Kinondoni Municipality, containing (4682) Square
Metres shown for identification only edged black on the
plan attached to this lease agreement registered under the
Filed Document Number 105909 annexed hereto and defined in
the registered Survey Plan Numbered 6338 deposited at the
Office of the Director for Surveys and Mapping at Dar es Salaam.

ENTRIES IN THE REGISTER
TITLE NO. 170393/1

FD. No. 195909 Registered 21.03.2018 at 10.30 a.m.
 To SUGEC (EAST AFRICA) INTERNATIONAL
TRADING COMPANY LIMITED,
P.O. BOX 1307, DAR ES SALAM.

No. _____ Registered _____ at _____
 To _____

Asst. Registrar of Titles

Asst. Registrar of Titles

MORTGAGE

No. 200734 Registered 10.12.2018 at 3:28 p.m.
 To CHINA COMMERCIAL BANK LIMITED
P.O BOX 8189, DSM (To secure
Unspecified Amount)

No. _____ Registered _____ at _____
 To _____



Asst. Registrar of Titles

Asst. Registrar of Titles

No. _____ Registered _____ at _____ m
 To _____

No. _____ Registered _____ at _____ m
 To _____

Asst. Registrar of Titles

Asst. Registrar of Titles

No. _____ Registered _____ at _____ m
 To _____

No. _____ Registered _____ at _____ m
 To _____

Asst. Registrar of Titles

Asst. Registrar of Titles

21 TFN -833



TANZANIA INVESTMENT CENTRE

LEASEHOLD AGREEMENT

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

Date of Issue:

Land Office Number:

Land Description:



Land Form No. 56

TANZANIA INVESTMENT CENTRE

THE LAND ACT

(No. 4 of 1999)

DERIVATIVE RIGHT

(Under Section 20)

C.T. No: 170393

L.O. No: 529060

LD No: 298272

Made and entered into this 19th day of MARCH 2018

BETWEEN

TANZANIA INVESTMENT CENTRE

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 COMPANY LIMITED

of P.O Box 1307 DAR ES SALAAM and having certificate of incentives No. 042586 (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. 170393 in respect of land within Plot No. 2091, Block 'C' Kunduchi Mtongani, in Kinondoni Municipality 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-seven years commencing on the first day of January, two thousand and eighteen and expiring on the of thirty first day of December, two thousand one hundred and fifteen 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 **Service Trade** purposes only; Use Group 'M' use classes (b) 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 a total of TZS 77,253/= being the sum of Land Rent for the year 2016/2017 (TZS 70,230/=) and ten per cent of the same (TZS 7,023/=) as TIC facilitation fees; continue to pay an annual Land Rent as assessed by the Commissioner for Lands or respective Authorized Officer, payable on the first day of July in every year of the term.
2. **BE** liable to pay any and all costs arising herefrom 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 commercial warehouse and showrooms/offices, and approved by **Kinondoni Municipal Council**.
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 **Kinondoni Municipal Council**.
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.
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



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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 Tanzania Investment Act, 1997 or under the provision of the Arbitration Ordinance, Cap 15 of the Laws of Tanzania.

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We, the within-named SUGEC (EAST AFRICA) INTERNATIONAL TRADING COMPANY LIMITED hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Plot No. 2091, Block 'C' situated at Kunduchi Mtongani in Ilala Municipality measuring four thousand six hundred eighty-two (4682) square metres, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 63338 deposited at the Office of the Director of Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said SUGEC]
(EAST AFRICA) INTERNATIONAL TRADING]
COMPANY LIMITED and DELIVERED in the presence] of us this 13th. Mar. day of March 2018]

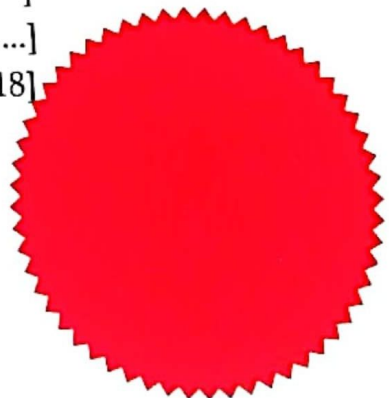
Signature... Huang Jinshan 黄金山
Postal Address... 1307 DSM
Qualification... Director



Signature... Lu Yiqing 卢毅青
Postal Address... 1307 DSM
Qualification... Manager


SEALED with the COMMON SEAL of the said]
TANZANIA INVESTMENT CENTRE and]
DELIVERED in the presence of us this 19]
day of MARCH 2018]

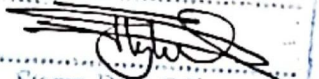
Signature X... [Signature]
Postal Address... 938 DSM
Qualification... EXECUTIVE DIRECTOR

Signature... [Signature]
Postal Address... P.O. Box 938 DSM
Qualification... ACTING LEGAL AFFAIRS MANAGER



FILED DOCUMENT NO. 195909
REGISTERED ON 21-03-2018
AT 10:30 AM


Senior Asst. Registrar of Companies

TANGGAH - STAMP DUTY ACT.
Stamp Duty Paid 500/- Paid
Receipt No. 99001465500
of: 21-03-2018

Stamp Duty Officer

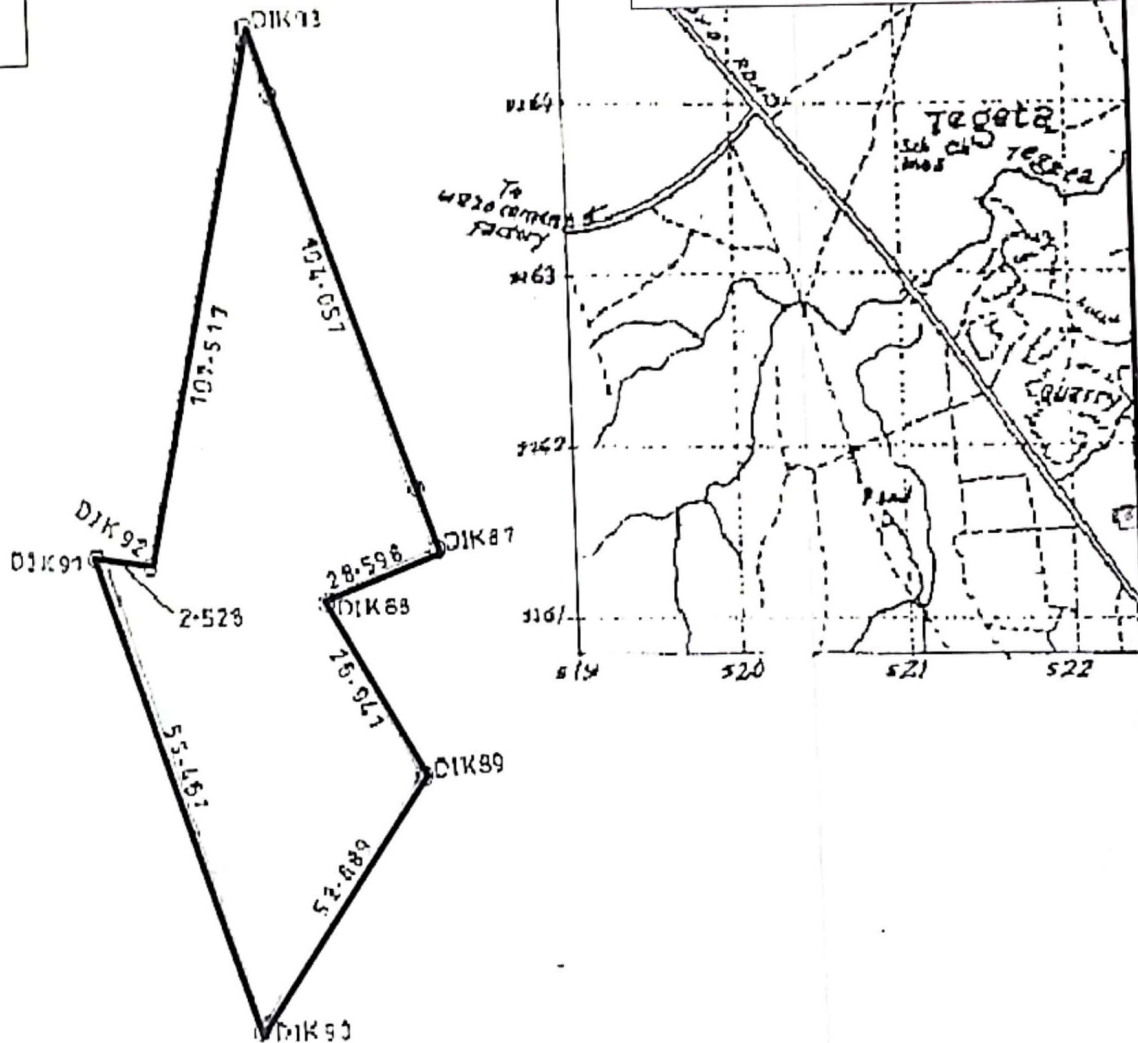
TANGGAH - STAMP DUTY ACT.
Stamp Duty Paid 1500/- Paid
Receipt No. 99001465500
of: 21-03-2018

Stamp Duty Officer



DAR ES SALAAM CITY

DODONI MUNICIPALITY.

LOCALITY... KUNDUCHI MTONGANI
 BLOCK C
 PLOT No..... 2091
 L.O. No:..... 529060
 AREA:..... 4682 SQM.



This plan is prepared in accordance with Registered Plan No..... 63338

It is approved for purpose of the Land Registration Act 334

For Director of Surveys and Mapping..... *[Signature]* Date 25.09.2017

Ministry of Lands, Housing and Human Settlements Development, Dodoma

The issue of this plan implies no guarantee or admission of title by the government

[Handwritten mark]

Land Rent Assessment

ASSESSMENT DATE: 6-Nov-2018

ID 248507 **NUMBER** 2091

AREA 4682 SQM **LOT TYPE** Plot

LAND RENT USE Service Trade

REGION DAR ES SALAAM **DISTRICT** KINONDONI

LOCATION Kunduchi Mtongani **BLOCK** C

OWNER: TANZANIA IVESTMENT CENTER

ADDRESS: 938 DAR ES SALAAM

Last Pay Date	Balance	Interest	Total
1-Jan-2017	0.00	0.00	0.00
Year	Rent	Interest	Total
2017/2018	0.00	0.00	0.00
2018/2019	0.00	0.00	0.00
Total	0.00	0.00	0.00

Issued By:JOYNESS MHALILA

