



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:



LEASE CONTRACT

Lessor (hereinafter referred to as Party A): Ms Wu Zhou Investment Company Limited of P.O.Box 77128, Dar es Salaam. (TIC Certificate No.041512)

Lessee (hereinafter referred to as Party B): *Twin Pagodas Holding (T) Limited of P.O.Box 72662 Dar es Salaam.*

Party A and B have reached an agreement through friendly consultation to conclude the following contract.

1. Location of the premises

Party A will lease to Party B the Title Nbr 129494 of Plot No.2, Block "D" (7523- Sq Meters) at Mwanambaya in Mkuranga District. (attached Derivative Title Right)

2. Size of the premises

12800- Sq Meters as attached copy of Derivative Title Right.

3. Lease term

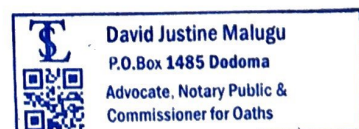
The lease term will be from July 01, 2024 to December 31, 2034 for 1st Phase, and then will extendible & payable in advance for further every year.

4. Rental

- 1) Amount: of rental is TShs. 1,000,000, in words One Million only TShs. per month.
- 2) Rental will be paid in term of monthly basis at 1st phase starting once contract signed, the Party A shall submit to Party B lease invoices/ Receipt for the rental.

5. Deposit / Advance

- 1) Party "A" has agreed Party "B" to build Temporary Camp for their goods storage.
- 2) Party "B" has agreed to remove every temporary camp facilities once contract found to be terminated .



3) Party "B" has agreed to deposit Tzh five millions into Party "A"'s account before carry out construction that temporary camp that will be the compensation for any damage of Party "A"'s premises.

4) In case party B damage the premises , party A has rights to demand the default fine, compensation for damage or any other expenses within 30 days. In other hand the demanding amount must be very reasonable which may quote by masonry.

6. Obligations of Party A

1) Party A will provide assistance for Party B to have free movements within the said plot.

2) Party A will guarantee the lease right of the premises. In case of occurrence of ownership transfer in whole or in part and other accidents affecting the right of lease by party B, party A shall guarantee that the new occupation, and other associated ,third parties shall be bound by the terms of this contract. Otherwise, Party A will be responsible to compensate party B's losses.

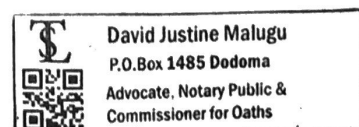
7. Obligations of Party B

1) Party B will pay the rental on time. (Monthly advance)

2) Party B may add new facilities with Party A's approval. When this contract expires, Party B may take away the added facilities without changing the good conditions of the premises for normal use. (such as; temporary Power or water supplies)

3) Party B will not transfer the lease of the premises or sublet it without Party A's approval and should take good care of the premises. Otherwise, Party B will be responsible to compensate any damages of the premises and attached facilities caused by its fault and negligence.

4) Party B will use the premises lawfully according to this contract without changing the nature of the premises and storing hazardous materials in it. Otherwise, Party B will be responsible for the damages caused by it



5) Party B will bear the cost of utilities such as telephone communications, water, electricity and gas on time during the lease term.

8. Termination and dissolution of the contract

1) Within one month before the contract expires, Party B will notify Party A if it intends to extend the lease. In this situation, two parties will discuss matters over the extension. Under the same terms Party B has the priority to lease the premises.

2) When the lease term expires, Party B will return the premises and attached facilities to Party A within 7 days. Any belongings left in it without Party A's previous understanding will be deemed to be abandoned by Party B. In this situation, Party A has the right to dispose of it and Party B will raise no objection.

3) This contract will be effective after being signed by both parties. Any party has no right to terminate this contract without another party's agreement. Anything not covered in this contract will be discussed separately by both parties.

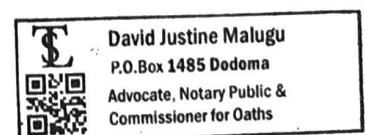
9. Breach of the contract

1) During the lease term, any party who fails to fulfil any article of this contract without the other party's understanding will be deemed to breach the contract. Both parties agree that the default fine will be one month of rental. In case the default fine is not sufficient to cover the loss suffered by the faultless party, the party in breach should pay additional compensation to the other party.

2) All disputes arising from the performance of this agreement shall be settled through friendly negotiation. If no settlement be reached through negotiation, the legal procedure should take place.

10. Force Majeure

Either party shall not be held responsible for failure or delay to perform all or any part of this agreement due to flood, fire, earthquake, draught, war or any other events which could not be predicted, controlled, avoided or overcome by the



relative party.; However, the party affected by the event of Force Majeure shall inform the other party of its occurrence in writing as soon as possible and thereafter send a certificate of the event issued by the relevant authorities to the other party within 15 days after its occurrence.

10. Miscellaneous

1) Any annex is the integral part of this contract. The annex and this contract are equally valid.

2) There are 2 originals of this contract. Each party will hold 1 original(s).

Party A: **Ms Wu Zhou Investment Company Limited**

ID No:

Real Estate No.: (as attached Derivative Right Title)

Address: P.O.Box 77128 Dar es Salaam

Tel: 0768 588 888

Representative: Wu Jianyong 吴建勇 (Managing Director)



Date: 2024-6-05

Party B: **Twin Pagodas Holding (T) Ltd**


ID No:


Address: P.O.Box 72662 Dar es Salaam

Tel: 0787 274 472 / 756 883 881



SEALED with the COMMON SEAL of the Said }
M/S WU ZHOU INVESTMENT LIMITED and }
DELIVERED in the presence of us this.....14.....}
day ofAPRIL.....2014}

Name:TIAN YONG WU.....}
Signature:.....}
Postal Address:77128 D.S.M.....}
Qualification :.....DIRECTOR.....}

Name:WU HUA HUANG.....}
Signature:.....}
Postal Address:77128 D.S.M.....}
Qualification :...PROJECT COORDINATOR.....}

 Certified as true copy of the
David Justine Malugu
Advocate, Notary Public
& Commissioner for Oaths
Date: 10/10/2024 Sign: 

TANGANYIKA

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



CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY

LEASEHOLD TITLE

Mku No 7

COPY OF

This is to certify that the annexed Certificate of Occupancy dated

the 21st day of MAY 2014

is registered in the Land Registry under Title No. 229294

Copies of the subsisting entries in the register are within

Dated the

15th

day of JUNE

2014

VICTOR ROBERT
Sen. Asst. Registrar of Title



Title No. 229294/1

Description of registered land

That land known as Plot No. 4 Block 'D' Mwanambaya in Morogoro District containing Seven Thousand Five Hundred Twenty Three (7,523) Square Metres shown for identification only edged black on the plan attached to this lease agreement

THE UNITED REPUBLIC OF TANZANIA
THE LAND REGISTRATION ACT (CAP 334)
APPLICATION FOR LEASEHOLD TITLE
(Land Registry- Dar es salaam)

C.T. No: 129494

L.O. No: 457371

LD: 309327

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and M/S WU ZHOU INVESTMENT LIMITED of P.O Box 77128 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 4, Block 'D' situated at Mwanambaya Area in Mkuranga district, Pursuant to that, we hereby SUBMIT the Lease Agreement for registration and APPLY for the issue of a Leasehold Title to the said Company, in respect of the said Land which is registered under the above Certificate of Title.

SEALED with the COMMON SEAL of the }
Said TANZANIA INVESTMENT CENTRE and }

DELIVERED in the presence of us this..... 02nd }
day of MAY2014 }

Name: JULIET KAIRUKI }

Signature:  }

Postal Address: 938 }

Qualification: EXECUTIVE DIRECTOR }

Name: ALEXANDER MNYANI }

Signature:  }

Postal Address: 938, D'SALAAM }

Qualification: LEGAL OFFICER }



Certified as True Copy of the Original
David Justine Malugu
Advocate, Notary Public
& Commissioner for Oaths
Date: 01/10/2021
Sign: 

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No: 129494
L.O. No: 457371
L.D. 309327

Made and entered into this 02nd day of MAY 2014

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, (hereinafter referred to as "the Lessor") on the one part

AND

M/S WU ZHOU INVESTMENT COMPANY LIMITED

of P.O Box 77128 DAR ES SALAAM and having certificate of incentives No. **041512** (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. **129494** in respect of land within **Plot No. 4, Block 'D'** measuring **seven thousand five hundred and twenty three (7523) square metres**, situated at **Mwanambaya** in **Mkuranga** 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-six** years commencing on the **first day of April, two thousand and fourteen** and expiring on the of **thirty first** day of **March, two thousand one hundred and ten** 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 **Special Industrial** purposes only; Use Group 'N' use class (a) and (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.



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 **M/S WU ZHOU INVESTMENT COMPANY LIMITED** hereby accept the terms and conditions contained in the forgoing Lease agreement.

SCHEDULE

ALL that Land known as Plot No. 4 Block 'D' situated at **Mwanambaya** in **Mkuranga district** measuring **seven thousand five hundred and twenty three (7523) square metres**, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **68444** deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.



SEALED with the COMMON SEAL of the said)
M/S WU ZHOU INVESTMENT COMPANY)
LIMITED and DELIVERED in the presence of us)
this 14 day of APRIL 2014)

Signature 吴建伟)
Postal Address 77128 D.S.M)
Qualification DIRECTOR)

Signature 吴建伟)
Postal Address 77128 D.S.M)
Qualification PROJECT COORDINATOR)

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE)
and DELIVERED in our presence of us)
this 02nd day of MAY 2014)

Signature [Signature])
Postal Address 938)
DAR ES SALAAM)
Qualification EXECUTIVE DIRECTOR)

Signature [Signature])
Postal Address 938)
DAR ES SALAAM)
Qualification LEGAL OFFICER)

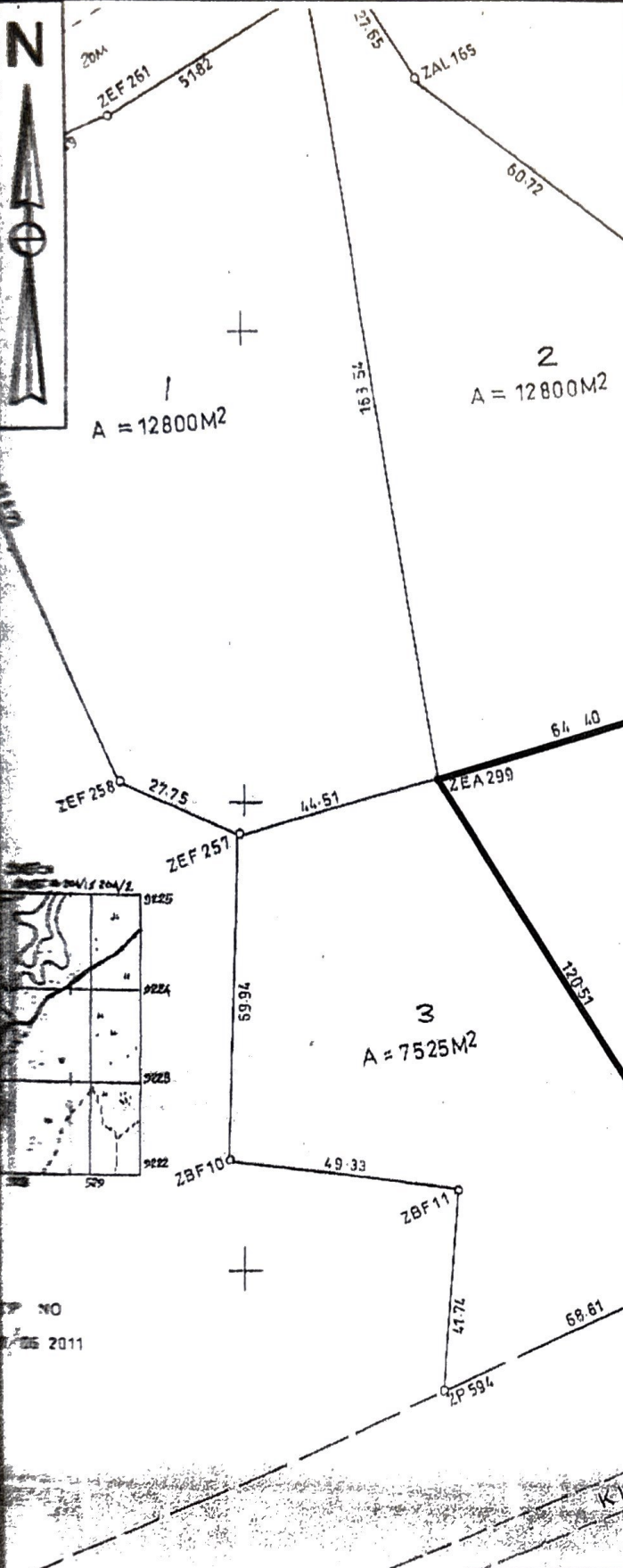


Certified as True Copy of the Original
David Justine Malugu
Advocate, Notary Public
& Commissioner for Oaths
10/10/2014 Sign: [Signature]

MKURANGA DISTRICT.



LOCATION: MWANAMBAYA
 BLOCK: " D "
 PLOT No: 4
 L.O. No: 457371
 AREA: 7.523 Sq.m.



Certified as True Copy of the Original
David Justine Malugu
 Advocate, Notary Public
 & Commissioner for Oaths
 70110 2024
 Date: Sign:

The plan prepared in accordance with Registered Plan No: 68444
 is approved for purpose of the Land Registration ordinance
 Director of Surveys and Mapping. Date 21.10.13
 Ministry of Lands Human Settlements Development, Dar es Salaam.

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