



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)

Title No. **150948**
L.O. No. **528643**
LD No. **333223**

Made and entered into this... 27th day of July2016

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 (hereinafter referred to as the "LESSOR") on the one part

AND

PANDALIA GROUP (T) COMPANY LIMITED

of P.O Box 105724 DAR ES SALAAM and having certificate of incentives No. 042797 (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. **150948** in respect of land within **Plot No. 509, Block 'A'** measuring **fifteen thousand nine hundred ninety six (15996) square metres**, situated at **Kitunda** in **Ilala 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-eight** years commencing on the **first day of July, two thousand and sixteen** and expiring on the **thirty first day of December, two thousand one hundred and fourteen** subject to the provisions of the Land Act, Cap. 113 [R.E. 2002) and regulations made thereunder and subject to the following conditions:

The Land shall be used for **Go-down** purposes only; Use Group **'O'** use class (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

PART A: THE LESSEE SHALL:

1. **PAY** in advance to the Lessor an annual Land Rent amounting to Tanzania Shillings 671,916.00 plus ten per cent thereto as TIC facilitation fees, making a total of Tanzania Shillings **739,107.00 (seven hundred thirty nine thousand one hundred and seven only)** payable 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. **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** the land by establishing a project for manufacturing of plastic products.
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 protecting the soil against soil erosion: and do all things which may be required by the authorities responsible for environment, to achieve such objective.
5. **SUBMIT** building plans to the **Ilala Municipal Council** within six months from the commencement of this Lease; begin construction of building(s) in permanent materials within six months after the approval of the plans, and complete construction within thirty six months from the day of commencement of this Lease.
6. **NOT** make any disposition to the leased land without prior consent of the lessor. In case of seeking the Lessor's consent regarding mortgaging of the respective land, 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.
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.

We, the within-named **PANDALIA GROUP (T) COMPANY LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

1807LS
12/8/16
9:30
M. Roberts


TANZANIA STAMP DUTY ACT.
Stamp Duty Shs: 7500/- Paid
Receipt No: 11975752
Date: 12/8/16
M. Roberts


TANZANIA STAMP DUTY ACT.
Stamp Duty Shs: 500 Paid
Receipt No: 11975752
Date: 12/8/16
M. Roberts

SCHEDULE


ALL that Land known as Plot No. 509, Block 'A' situated at Kitunda in Ilala Municipality measuring fifteen thousand nine hundred ninety six (15996) Square metres, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 82114 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.


SEALED with the COMMON SEAL of the said)
PANDALIA GROUP (T) COMPANY LIMITED and)
DELIVERED in the presence of us this 26)
day of JULY 2016)

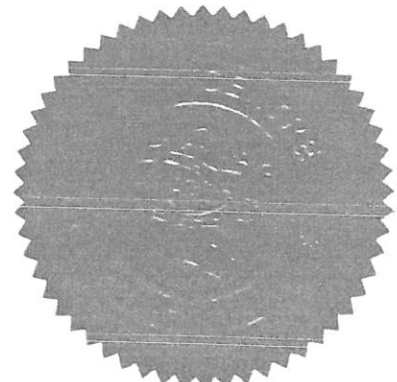
Signature )
Postal Address P.O. BOX 105724 D.S.M)
Qualification DIRECTOR)

Signature )
Postal Address P.O. BOX 105724 D.S.M)
Qualification DIRECTOR)

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE and)
DELIVERED in the presence of us this 27)
day of July 2016)

Signature )
Postal Address P.O. BOX 938 DSM)
Qualification ACTING EXECUTIVE DIRECTOR)

Signature )
Postal Address P.O. BOX 938 DSM)
Qualification SENIOR LEASE OFFICER)



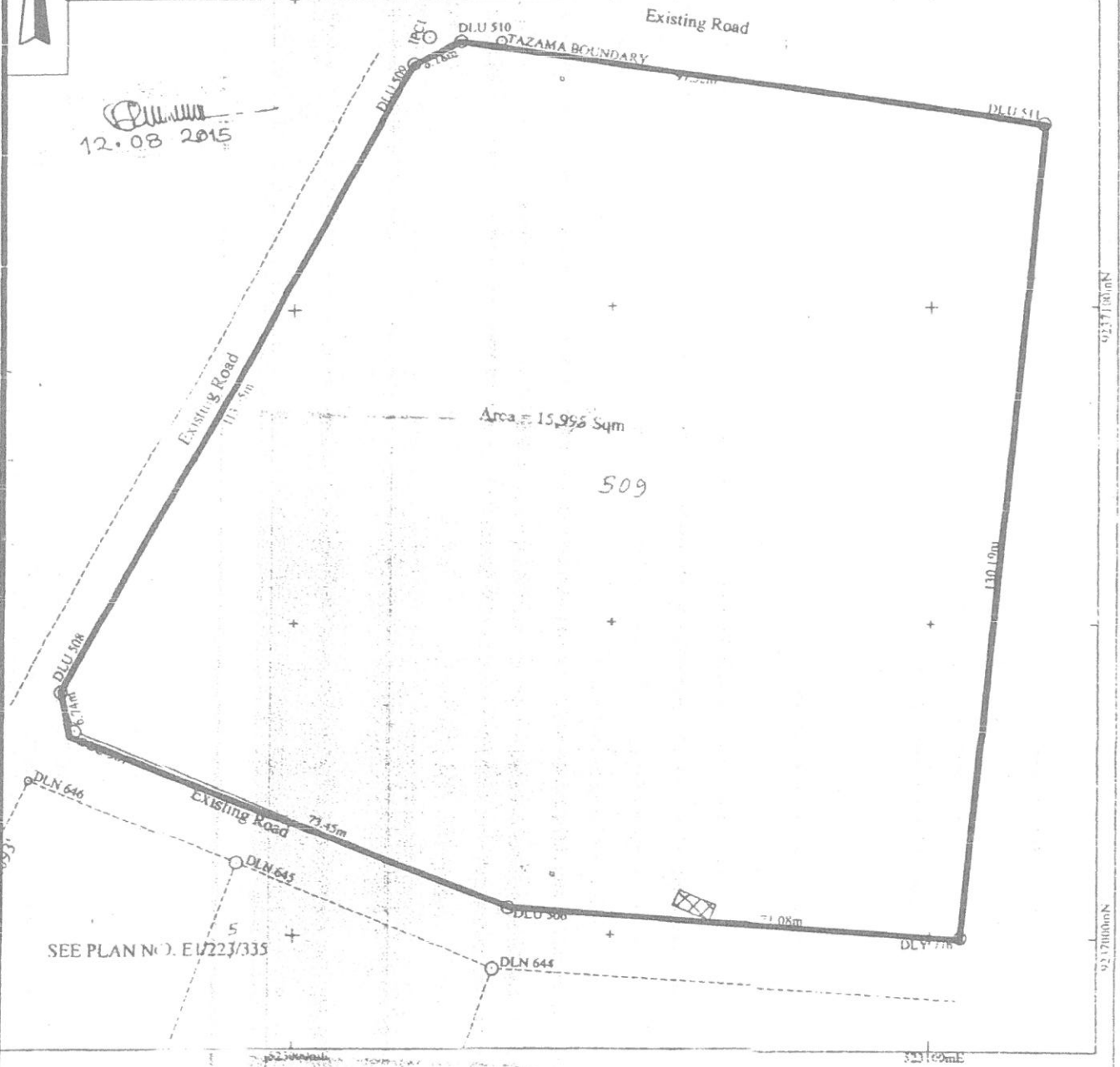
DAR ES SALAAM CITY.



LOCATION:..... KITUNDA
BLOCK:..... 'A'
PLOT NO:..... 509
L.O. NO:..... 528643
AREA:..... 15,996 **SQM.**

..... AT NYANTILA KITUNDA
SALAAM CITY

Handwritten signature
12.08.2015



COMPS No. E/225

SCALE 1:500

Plan drawn by DEVOTA.F. MAHELA
I hereby certify that the survey represented

MP No. 186/III/30

AMMENDMENT
[Pendo (Plot no.)]

This plan prepared in accordance with Registered Plan No. 82114

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

is approved for purpose of Land registration ordinance

Director of Surveys and Mapping *[Signature]* Date 08/06/2016

Ministry of Lands Human Settlements Development. Dar es Salaam.

150948
14-7-2016

01:00 PM

~~Signature~~

Land Form No. 22.

67181/=

9852697

18-03-2016

~~Signature~~

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

100/=

9852697

18-03-2016

~~Signature~~

Title No. 150948

L.O. No. 528643.

L.D. No. 333223.

The

14th

day of

July

Two thousand and sixteen.

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTRE Established under Act No.26 of 1997 of P.O. Box 938, DAR ES SALAAM, (hereinafter called "the Occupier") is 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** years from the first day of **January, Two thousand and sixteen** according to the true intent and meaning of the Land Act 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:-

1. The Occupier having paid rent up to the thirtieth day of June, 2016, shall hereafter pay rent of shillings **six hundred seventy one thousand nine hundred sixteen (671,916/=)** only a year in advance on the first day of July in each of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier 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's 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) Building shall be in permanent materials.
 - (iv) Submit building plans to the **Ilala Municipal Council** Authority within six months from the date of the commencement of the Right.
 - (v) Building construction to begin within six months after approval of the plans.
 - (vi) Building to be completed within thirty six months from the date of the commencement of the Right.
 - (vii) 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;
 - (viii) Make and keep on the land rat - proof and carryout such measures as the Health Officer for the Authority may require for the purpose;
 - (ix) 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.
3. **USER:** The land shall be used for a **Godown** Purposes Only. Use Group 'O' Use Class (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as **amended in 1993**.
 4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
 5. The Occupier 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 and in public interest.

SCHEDULE

ALL that Land known as Plot No. 509 Block 'A' situated at Kitunda in Ilala Municipality containing fifteen thousand nine hundred ninety six (15,996) square metres shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 82114 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.



ASSISTANT COMMISSIONER FOR LANDS

The within named **TANZANIA INVESTMENT CENTRE** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE)
and Delivered in the presence of us)
this ¹³.....day of ^{June}.....2016.)

Signature.....)

Postal Address: P.O Box 938)

DAR-ES-SALAAM)

Qualification: ACTING MANAGING DIRECTOR)

Signature.....)

Postal Address: P.O Box 938)

DAR-ES-SALAAM)

Qualification: SENIOR LEGAL OFFICER)

