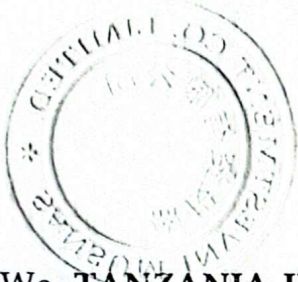


THE UNITED REPUBLIC OF TANZANIA  
THE LAND REGISTRATION ACT (CAP 334)  
APPLICATION FOR LEASEHOLD TITLE  
(Land Registry- Dar es Salaam)



C.T. No: 21477 Pnw  
L.O. No: 1078292  
REF.No : LD/PW/1860

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and **SANSUM INVESTMENT CO. LIMITED** of P.O Box 2886 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 86 situated at **Visiga** in **Kibaha Town Council** 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... 12<sup>th</sup> ]  
day of ... March ..... 2024]

Name: GILFAD TERI  
Signature: Gilfad Teri  
Postal Address: 938 DSM  
Qualification: EXECUTIVE DIRECTOR

Name: Mariam J. Mwanu  
Signature: [Signature]  
Postal Address: 938 DSM  
Qualification: Ag. Lecturer, Affairs, Tanzania CR-R





## **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: 21477 PWR  
L.O. No: 1872292  
REF.No : LD/PW/1860

Made and entered into this.....day of .....2024

BETWEEN

**TANZANIA INVESTMENT CENTRE (TIC)**

A body corporate established under The Tanzania Investment Act, 2022 (Act No. 10 of 2022) by order published in the Official Gazette as Government Notice No. 94 of 2023; of P.O Box 938 DAR ES SALAAM (thereinafter referred to as the "LESSOR") on the one part

AND

**SANSUM INVESTMENT CO. LIMITED**

of P.O Box 2886 DAR ES SALAAM and having certificate of incentives No. 202371326 (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. 21477 PWR in respect of land within Plot No. 86 situated at Visiga in Kibaha Town Council 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 **October, Two Thousand and Twenty Three** and expiring on the **Thirtieth** day of **September, Two Thousand One Hundred and Twenty One** 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 Class (b) as defined in the Town and Country Planning (Use Classes) Regulations 2018.~~

**PART A: THE LESSEE SHALL:**

1. **HAVING** paid in advance Land Rent up to June, 2024, thereafter continue to pay Tshs 2,073,533/= (Tanzania Shillings Two Million Seventy Three Thousand Five Hundred Thirty Three) 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 establishing and manufacturing of Beverages and packing Materials (bottles) production plant **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 **Kibaha Town 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 protecting the soil against soil erosion: and do all things which may be required by the authorities responsible for environment, to achieve such objective.
  - iii. Fence the land with a good quality fencing, car parking spaces shall be provide as required by the Authority. Loading unloading facilities shall be provided within the boundaries of the land

5. **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.**
6. Allow the lessor or any other authorized government officer to get access to the leased land for official duties.
7. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
8. **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 33 of the Tanzania Investment Act, No. 10 of 2022 or under the provision of the Arbitration Act, Cap 15 of the Laws of Tanzania.

We, the within-named **SANSUM INVESTMENT CO. LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Plot No. 86 situated at Visiga in Kibaha Town Council, measuring seventy thousand eight hundred ninety (70890) square metres, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 58058 deposited at the Office responsible for Surveys and Mapping at Dodoma.

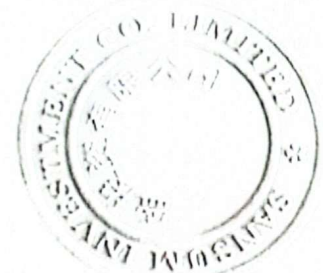
SEALED with the COMMON SEAL of the said ]  
TANZANIA INVESTMENT CENTRE and ]  
DELIVERED in the presence of us this...<sup>12th</sup>.....]  
day of March.....2024]



Name: GILFAD TERI  
Signature: Gilfadi Teri  
Postal Address: 938 DSM  
Qualification: EXECUTIVE DIRECTOR

Name: MARIAMS. MWANO  
Signature: Mariams Mwano  
Postal Address: 938 DSM  
Qualification: Ag. LEGAL AFFAIRS MANAGER


SEALED with the COMMON SEAL of the said ]  
SANSUM INVESTMENT CO. LIMITED and ]  
DELIVERED in the presence of us this.....]  
day of .....2024]



Name: HUA CHEN  
Signature: Hua Chen  
Postal Address: P.O. BOX 32372  
Qualification: Director

Name: XIAO LI  
Signature: Xiao Li  
Postal Address: P.O. BOX 32372  
Qualification: Company Secretary

TITLE No. 21471PWN  
07-03-2024  
REGISTERED ON:  
AT: 01:00 P M  
Senior Asst. Registrar of Titles



Land Form No. 22

TANGANYIKA STAMP DUTY ACT  
Stamp Duty Shs: 279371 Paid  
924013220340355  
On Original Receipt Shs:  
of: 13/1/2024  
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 21471PWN  
L. O. No. 1072292  
Ref. No. LD/PW/1860.

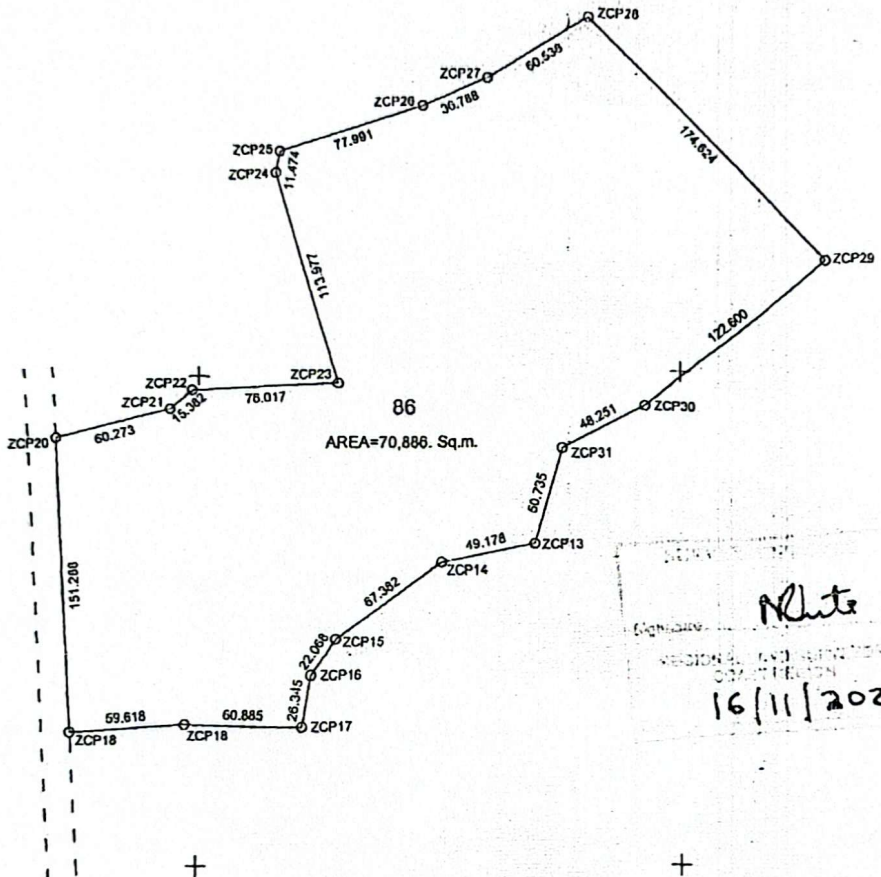
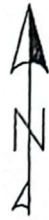
The 14<sup>th</sup> day of February, Two thousand and Twenty Four.

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 (99)** years from the first day of **October, Two thousand and Twenty Three** 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, 2024; shall hereafter pay rent of shillings Two million seventy three thousand five hundred thirty three (Tshs. 2,073,533/=) only a year in advance 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. 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 Occupiers' expenses as assessed by the Director responsible for Surveys and Mapping.

LD 1072092

SURVEY OF PLOT NO.....86.....BLOCK..... VISIGA  
KIBAHA TOWNSHIP - COAST REGION



Signature: *White*  
REGIONAL LAND SURVEYOR  
COAST REGION  
16/11/2020

477000

477250

Comps No. E1/359V

Scale 1:2,500  
Amendments made by:

Plan re-drawn by Paskalia Anthony.

M. P No. 185/II/6

1.....

I hereby certify that the survey represented by this plan was carried out in accordance with the survey regulations.

Std Sheet 185/II

2.....

DATE 13-11-2020

Action CC .....

Photostat copies sent to:

*White*  
GOVERNMENT LAND SURVEYOR

PLAN No. E1/359/299  
10517

1.....

REGISTERED PLAN No 58058

2.....

3.....

SCHEDULE

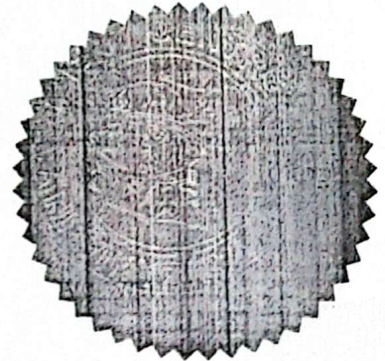
ALL that Land known as Plot No. 86, situated at Visiga in Kibaha District containing Seventy thousand eight hundred <sup>eighty six</sup> ~~thirty~~ (70886) square metres shown for identification <sup>BHM/LD</sup> only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 58058 deposited at the Office of the Director for Surveys and Mapping at Dodoma.

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... 09... day of... February... 2024. )



Name... GILGAD TERU )

Signature... )

Postal Address... 938 DSM )

Qualification... EXECUTIVE DIRECTOR )

Name... MARIAM S. MUMANO )

Signature... )

Postal Address... 938 DSM )

Qualification... AG. LEGAL AFFAIRS MANAGER )