



**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: 7711

L.O. No: 1199625

LD/AR/2654

Made and entered into this...<sup>11<sup>th</sup></sup>.....day of ...*August*.....2023

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

**SEEDCO TANZANIA LIMITED**

of P.O Box 79651 ARUSHA and having certificate of incentives No. 010358 (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 ARUSHA under Title No. 7711 in respect of land within Plot No. 1771 situated at Engorora Village in Arusha District 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 **July, Two Thousand and Twenty Two** and expiring on the **Thirtieth** day of **June, Two Thousand One Hundred and Twenty** 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 **Industrial purpose** only; Use Group 'M' Use Class (a) 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, 2023, thereafter continue to pay Tshs **2,696,000/=** (Tanzania Shillings Three Million Six Hundred Ninety Six Thousand) 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 a project for production of quality hybrid seeds **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 **Arusha 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 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, 2022 or under the provision of the Arbitration, Cap 15 of the Laws of Tanzania.

We, the within-named **SEEDCO TANZANIA LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Plot No. 1771 situated at Engorora Village in Arusha District Council , measuring Two Decimal Point Two (2.2) Hectares shown for identification only edged red istered Survey Plan Numbered 41194 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 ...11th ]  
day of ...August, .....2023]

Name..... GILEAD TERI  
Signature..... \* Gilead Teri  
Postal Address..... 938 DSM  
Qualification..... EXECUTIVE DIRECTOR

Name..... MARIAM J. NWAU  
Signature..... \* [Signature]  
Postal Address..... 938 DSM  
Qualification..... LEGAL AFFAIRS MANAGER

SEALED with the COMMON SEAL of the said ]  
SEEDCO TANZANIA LIMITED and R ]  
DELIVERED in the presence of us this ...11...day ]  
of ...August .....2023]

Name..... CLIVE MUGAZZA  
Signature..... [Signature]  
Postal Address..... P.O. Box 12281, ARUSHA  
Qualification..... DIRECTOR

Name..... TICHAGNA RANASINGADI  
Signature..... [Signature]  
Postal Address..... PO Box 12281, ARUSHA  
Qualification..... DIRECTOR



FILED DOCUMENT No. 5724  
REGISTERED ON 5/9/2023  
AT 10:41 A.M.  
  
Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT  
Stamp Duty Shs: 500/- Paid  
923248200292618  
On Original Receipt Shs:  
of 5/9/2023  
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT  
Stamp Duty Shs: 500/- Paid  
923248200292618  
Receipt No.  
of 5/9/2023  
Stamp Duty Officer





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

C.T. No: 7711  
 L.O. No: 1199625  
 LD/AR/2654

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and **SEEDCO TANZANIA LIMITED** of P P.O Box 79651 ARUSHA (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 1771 situated at **Engorora Village** in **Arusha District 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 11th ]  
 day of August .....2023]

Name..... GILEAD TERI .....  
 Signature..... \* Gilead Teri .....  
 Postal Address..... 938 DSM .....  
 Qualification..... EXECUTIVE DIRECTOR .....

Name..... MARIONA N. MWANU .....  
 Signature..... \* [Signature] .....  
 Postal Address..... 938 DSM .....  
 Qualification..... AG. LEGAL AFFAIRS MANAGER .....



SEALED with the COMMON SEAL of the said ]  
SEEDCO TANZANIA LIMITED and <sup>TR</sup> ]  
DELIVERED in the presence of us this..!!.....day]  
of..... August .....2023]



Name..... C. LIVE MUGAZZA .....  
Signature..... [Signature] .....  
Postal Address..... P.O. Box 12281, ARUSHA .....  
Qualification..... DIRECTOR .....

Name..... T. CHAGNA RANASINGADI .....  
Signature..... [Signature] .....  
Postal Address..... PO Box 12281, ARUSHA .....  
Qualification..... DIRECTOR .....

