

TANGANYIKA

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



LEASEHOLD

CERTIFICATE OF TITLE TO ~~RIGHT OF OCCUPANCY~~

copy of

This is to certify that the annexed Certificate of Occupancy dated

the **30th** day of **March** 20....**17**

is registered in the Land Registry under Title No. **159987**

Copies of the subsisting entries in the register are within

Dated the

18th day of **April** 20....**17**

VICTOR ROBERT
Sen. Asst. Registrar of Title

Title No. **159987/1**

Description of registered land

All that parcel of land on Plot No. 194 Block 'A' situated at Kisarawe II area in Temeke Municipality, Dar es Salaam City containing (48,552) Square Metres shown for identification only edged on the plan attached to this certificate and defined on registered Survey Sheet Number 87244 deposited at the office of the Director for Surveys and Mapping at Dar es Salaam.

ENTRIES IN THE REGISTER
TITLE NO. 159987/1

FD. No. 188291 Registered 30.03.2017 at 1.00 p.m.
To TANZANIA RUIDER COMPANY LTD.
P.O. BOX 23424, DAR ES SALAAM.

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Asst. Registrar of Titles

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21 TFN-833



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: 159987
L.O. No: 529008
LD. No: 293591

Made and entered into this.....^{10TH} day of ^{APRIL}.....2017

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, (thereinafter referred to as **"the LESSOR"**) on the one part

AND

TANZANIA RUIDER COMPANY LIMITED

of P.O Box 23424 **DAR ES SALAAM** and having certificate of incentives No. **041479-01** (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: **159987** in respect of land within **Plot No. 194 Block 'A'** measuring **forty eight thousand five hundred fifty two (48,552) square metre**, situated at **Kisarawe II area in Temeke 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 April, two thousand and seventeen** and expiring on the of **thirty first day of March, two thousand one hundred 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 Industrial** purposes only; Use Group **'M'** use classes **(a), (b) and (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 **1,165,245/=** plus ten per cent thereto as facilitation fees, making a total of Tanzania Shillings **1,281,769/= (one million two hundred eighty one thousand seven hundred sixty nine)** 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 expand a project of recycling a plastic waste
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 Director responsible for Survey 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 **TEMEKE MUNICIPALITY** 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 Leas
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 **TANZANIA RUIDER COMPANY LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as **Plot No 194 Block 'A'** situated at **Kisarawe II** area in **Temeke Municipality** measuring **forty eight thousand five hundred fifty two (48,552) square metres** shown for identification only edged **black** on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **87244** deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.



SEALED with the COMMON SEAL of the said)
 TANZANIA RUIDER COMPANY LIMITED and DELIVERED)
 in the presence of us this 10th day of APRIL 2017)

Signature..... *[Handwritten Signature]*.....)

Postal Address. P.O. Box: 23424, DSM.....)

Qualification. MANAGING DIRECTOR.....)

Signature..... *[Handwritten Signature]*.....)

Postal Address. P.O. Box: 23424, DSM.....)

Qualification..... D.I.R.E.C.T.O.R.....)



SEALED with the COMMON SEAL of the said)
 TANZANIA INVESTMENT CENTRE 10th)
 and DELIVERED in the presence of us this.....)

day of APRIL 2017)

Signature. X. *[Handwritten Signature]*.....)

Postal Address. P.O. Box 988 DUM.....)


Qualification. ACTING EXECUTIVE DIRECTOR.....)



Signature..... *[Handwritten Signature]*.....)

Postal Address P.O. Box 988 DUM.....)

Qualification SENIOR LEGAL OFFICER.....)

FILED DOCUMENT No: 188291
REGISTERED ON: 12/4/2017
AT: 11:00 AM

Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 1500/= Paid
Receipt No: 15407917
of: 12/4/2017
Stamp Duty Officer

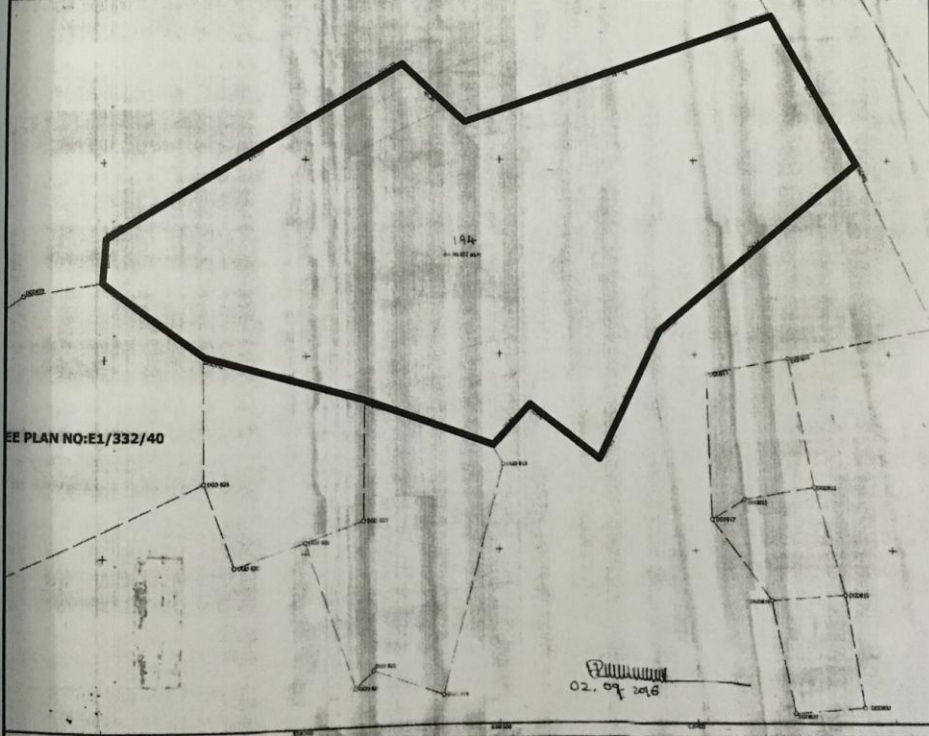
TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 500/= Paid
Receipt No: 15407917
of: 12/4/2017
Stamp Duty Officer

DAR ES SALAAM CITY.



LOCATION: KISARAWE II.
BLOCK: " A"
PLOT No: 194
L.O. No: 529008
AREA: 48552 SQ.M.

SURVEY OF PLOT NO: BLOCK: AT KISARAWE II
TEMEKE MUNICIPALITY_ DSM CITY



SCALE 1:1000
ANGEMENT
3
PROJECTION C

The plan prepared in accordance with Registered Plan No: 87244
is approved for purpose of the Land Registration ordinance
Director of Surveys and Mapping. *[Signature]* Date: 29/3/17
Ministry of Lands Human Settlements Development, Dar es Salaam.

The issue of this plan implies no gurantee or
admission of tittle by the Government.