

**HANDLING OVER NOTE-DISPATCH MEMO**

LHT No.177544/1  
Plot No. 2 Block 'A' Zogowali,  
Kibaha Township.

I, YAHUI WU of P.O. Box 77128 TEL +255 715 568 888 DAR ES SALAAM being Director of PRANCE INTERNATIONAL TRADE COMPANY LIMITED with Driving Licence No.4000599705 do hereby accept that I have collected Derivative Title No. 177544/1 for the above mentioned plot on behalf of PRANCE INTERNATIONAL TRADE COMPANY LIMITED from TANZANIA INVESTMENT CENTRE for the sole purpose of delivering it to The Directors of PRANCE INTERNATIONAL TRADE COMPANY LIMITED for safe keeping.

Received by; YAHUI WU

Signature;.....

Dispatched by; MICHAEL J.M

Signature;.....

Date:26/09/2018



United Republic of Tanzania

**Ministry of Lands, Housing and Human Settlements Development**

Government Bill

Control Number : 991171295071  
Payment Ref : STAMP DUTY AND REG FEES  
Service Provider Code : SP117  
Payer Name : TANZANIA INVESTMENT CENTRE  
(TIC)  
Payer Phone : 255784841164  
Bill Description : LEASE HOLD TITLES CT NO  
177544



SCAN & PAY USING MPESA APP

Billed Item (1) : Land Registration Fees : 134,000.00 (TZS)

Total Billed Amount : 134,000.00 (TZS)

Printed on : 21-09-2018

Expire : 21-10-2018

Printed By : Dorah Gadrick Matee

Signature : 

Make payments through Bank(NMB/CRDB/NBC) or Mobile( AirtelMoney / HaloPesa / MPESA / TigoPesa / TPesa by selecting "Government Payments") Use provided Payment Control Number as your payment reference For More Information Please contact your Service Provider xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Lipa kupitia Benki(NMB/CRDB/NBC) au Mitandao ( AirtelMoney / HaloPesa / MPESA / TigoPesa / TPesa kwa kuchagua "Malipo ya Serikali") Tumia Namba ya Malipo uliyopewa kama Kumbukumbu ya Malipo Kwa maelezo zaidi wasiliana na mtoa huduma wako

1468/18

Land Form No. 56

**TANZANIA INVESTMENT CENTRE**

**THE LAND ACT**

(No. 4 of 1999)

**DERIVATIVE RIGHT**

(Under Section 20)

C.T. No: 177544

L.O. No: 907429

LD No: 257279

Made and entered into this.....day of .....2018

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

AND

**PRANCE INTERNATIONAL TRADE COMPANY LIMITED**

of P.O Box 38009 DAR ES SALAAM and having certificate of incentives No. 015097 (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. 177544 in respect of land within Plot No. 2 Block "A" situated at **Zogowali** in **Kibaha 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-Eight** years commencing on the **First** day of **July, Two Thousand and Eighteen** and expiring on the **Thirty First** day of **June, Two Thousand One Hundred and Sixteen** subject to the provisions of the land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:

31.08.18  
10.30 AM

177544

Land Form No. 22

198214

23.08.18

99005464707

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No: 177544  
L.O. No. 907429.  
L.D. No. 257279.

The

30<sup>th</sup>

day of

August

Two thousand and Eighteen.

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 **July, Two thousand and Eighteen** 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:-

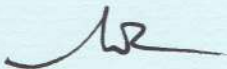
1. The Occupier having paid rent up to the thirtieth day of June, 2019 shall thereafter pay rent of shillings **three million nine hundred sixty four thousand four hundred eighty (3,964,480/=)** a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent 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 Occupier's expenses as assessed by the Director responsible for Surveys and Mapping

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The Land shall be used for **Industrial** purposes only; Use Group 'N' use classes (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. **HAVING** paid in advance Land Rent up to June, 2018, thereafter continue to pay Tshs 3,964,480/= (Three Million Nine Hundred Sixty Four Thousand Four Hundred Eighty) or any 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** and maintain on the land all existing buildings designed in permanent materials and used for service trade and specifically production of precast concrete wall panels, as approved by **Kibaha District Council** (the Authority).
4. **WHERE** necessary and permissible, to erect more building(s) in accordance with building plans and specifications, that shall have been first approved by the Authority.
5. **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.



(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) Building plans to be submitted to the <sup>Tswn</sup> **Kibaha District Council** within six months from 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 day of commencement of the Right.

3. The Occupier shall further

(i) Make and maintain of the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.

(ii) Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose.

(iii) 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.

(iv) Fence the land with a good quality fencing, car parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided within the boundaries of the land.

4. **USER:** The land shall be used **Industrial** purposes only, Use Group 'N' Uses classes (b) and (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

5. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.

6. 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 all premia, taxes and dues prescribed in connection with the disposition.

7. The President may revoke the right for good cause or in public interest.

*de*

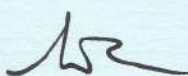
6. **NOT** make any disposition to the leased land without prior consent of the lessor. In case of transfer the lessee is required to have developed the land substantially, while regarding mortgage the Lessee should present to the lessor a project evaluation report showing that the level of development on the land is at least 60% of the total investment cost as indicated in the investor's Business Plan.
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**

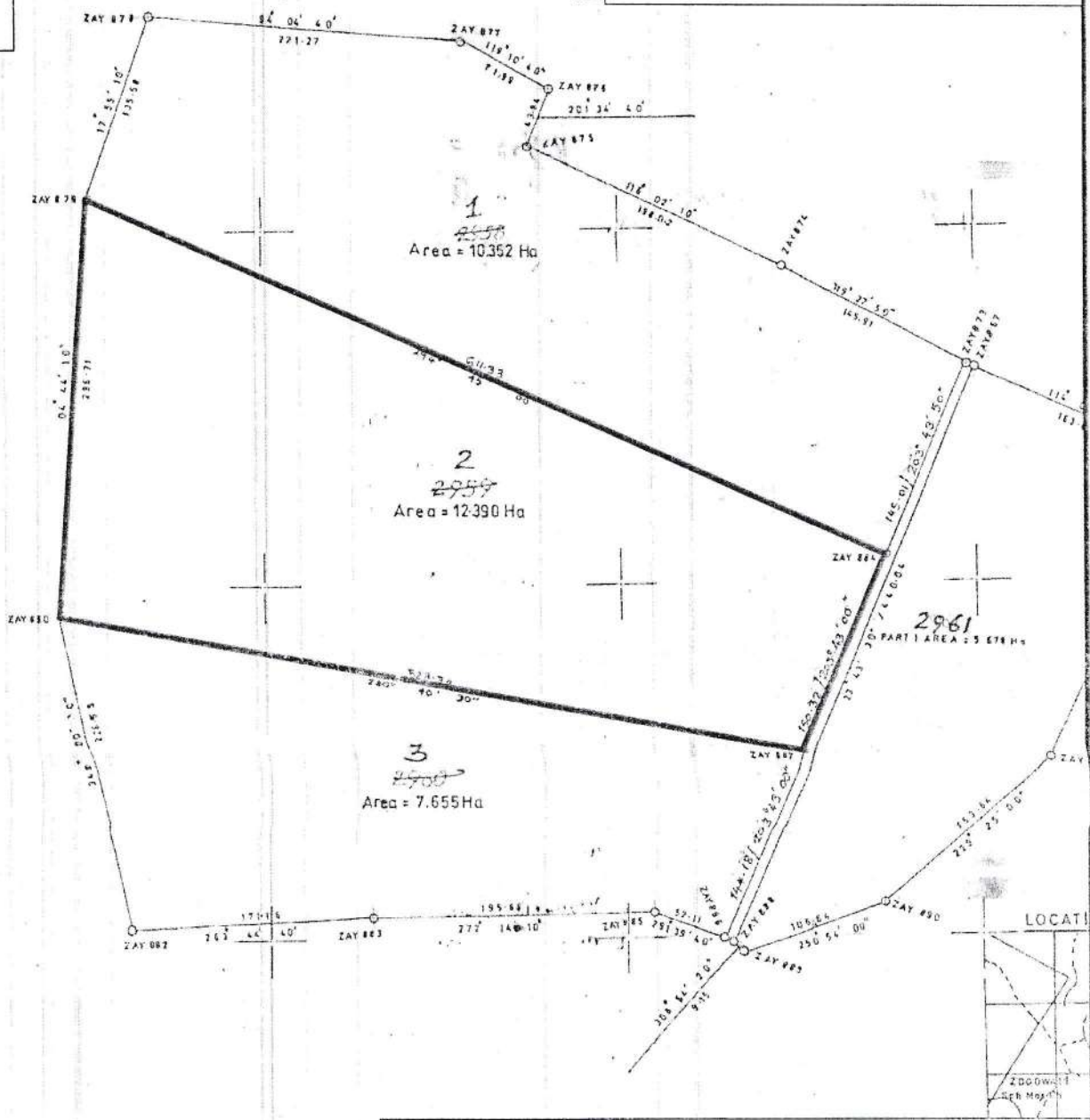
In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may commence arbitration proceedings in conformity with the provision of Section 23 of the



# KIBAHA TOWNSHIP



LOCALITY..... ZOGOWALI  
 BLOCK ..... A  
 PLOT No..... 2  
 L.O. No:..... 907429  
 SURVEY AREA:..... 12.390 Ha



This plan is prepared in accordance with Registered Plan No. .... 41073

TP DRG No. 19 / KBH / 589 / 0120

It is approved for purpose of the Land Registration Act 334

For Director of Surveys and Mapping..... *F.H.I.* ..... Date 24 Oct 2015

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

Ministry of Lands, Housing and Human Settlements Development, Dodoma

*152*

Tanzania Investment Act, 1997 or under the provision of the Arbitration Ordinance, Cap 15 of the Laws of Tanzania.

We, the within-named **PRANCE INTERNATIONAL TRADE COMPANY LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

### SCHEDULE

ALL that Land known as Plot No. 2 Block 'A' situated at **Zogowali** in **Kibaha District**, measuring **twelve decimal point three nine zero (12.390) hectares**, shown for identification only edged **black** on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **41073** deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the **COMMON SEAL** of the said )  
**PRANCE INTERNATIONAL TRADE** )  
**COMPANY LIMITED** and **DELIVERED** in the )  
presence of us this.....day of .....2018 )

Signature..... *刘五斌*  
Postal Address..... *P.O. BOX 38009*  
Qualification..... *Director*

Signature..... *刘盼婷*  
Postal Address..... *P.O. BOX 38009*  
Qualification..... *Secretary*

SEALED with the **COMMON SEAL** of the said )  
**TANZANIA INVESTMENT CENTRE** and )  
**DELIVERED** in the presence of us this *19* )  
day of *SEPTEMBER* .....2018)

Signature..... *John*  
Postal Address..... *Box 938 DSM*  
Qualification..... *EXECUTIVE DIRECTOR*

Signature..... *[Signature]*  
Postal Address..... *P.O. Box 938 DSM*  
Qualification..... *JUNIOR LEASE OFFICER*



*LR*

SCHEDULE

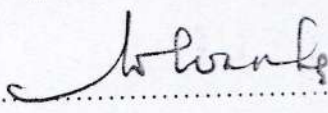
ALL that Land known as Plot No. 2 Block 'A' situated at Zogowali in Kibaha Township containing **twelve decimal point three nine zero (12.390) square metres** shown for identification only edged **black** on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **41073** 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.

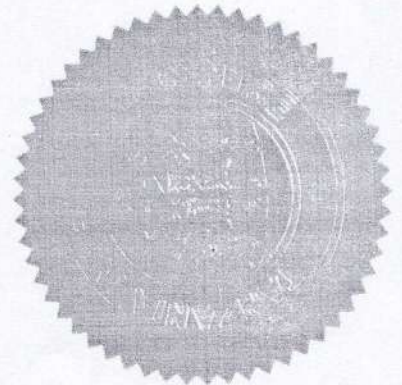
  
AS - ASSISTANT COMMISSIONER FOR LANDS

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.....29..... day of August..... 2018. )

Signature.....  )  
Postal Address:..... 938 )  
..... DAR ES SALAAM )  
Qualification..... EXECUTIVE DIRECTOR )

Signature.....  )  
Postal Address:..... P.O. Box 938 )  
..... DAR ES SALAAM )  
Qualification:..... SENIOR DEPT. OFFICER )



FILED DOCUMENT No. 199344

REGISTERED ON 21-09-2018

AT 3:11 PM



*[Handwritten signature]*

Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.

Stamp Duty Shs: 134,000/- Paid

Receipt No: 99006622822

of: 24-09-2018

*[Handwritten signature]*  
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.

Stamp Duty Shs: 500/- Paid

Receipt No: 99006622822

of: 24-09-2018

*[Handwritten signature]*  
Stamp Duty Officer



LAND REGISTRY DAR - ES - SALAAM

LEASE

199343

Filed Document

21.9.2018 3:11 PM

Date of Registration

PRANCE INTERNATIONAL TRADE COM-  
PANY LTD, BOX 77128, D'ALAAH.

FOR A TERM OF 98 YRS FROM 1-7-2018

LEASE HOLD TITLE

199343/1 ISSUED

Minister of Titles



Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Ministry of Lands, Housing and Human Settlements Development

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No : **99006622822**

Received from : TANZANIA INVESTMENT CENTRE  
(TIC)

Amount : 134,000.00 TZS

Amount in Words : One Hundred Thirty Four Thousand  
Tanzanian Shilling Only

In respect of : **140329 - Land Registration Fees**

Bill Reference : STAMP DUTY AND REG FEES

Payment Control Number : **991171295071**

Payment Date : **2018-09-24**

Issued by : MARTHA STANLEY MILLINGA

Date Issued : 24-09-2018 10:51:38

Signature

Government Secretary  
Ministry of Lands, Housing &  
Human Settlements Development  
Dar es Salaam

Government Payment Gateway © 2017 All Rights Reserved (GePG)

GOVERNMENT PAYMENT GATEWAY

201 Bank House

2018:09:24 10:09:42

Control number:091171295071 TANZANIAINVESTMENTCENTRETIC

Service name :Ministry of Lands, Housing and Human Settlements Development

Amount paid:134,000

(One Hundred Thirty-Four thousand )

Bill Description :LEASE HOLD TITLES CT NO 177544

Bank Reference :EC100241579229

Thank You

Posted by :CE04511

