

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

C.T. No.
L.O. No.
LD:

Made and entered into this..... Day of..... 2012

BETWEEN

TANZANIA INVESTMENT CENTRE

A body corporate established under THE INVESTMENT ACT, 1997 (ACT No. 26 of 1997) by order published in the Official Gazette as Government Notice No. 291 of 1997, (Hereinafter referred to as “the Lessor”) on the one part,

AND

M/S LIMITED of P.O Box,
AND HAVING CERTIFICATE OF INCENTIVES No. 140060
(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 Moshi, under Title No. in respect of land within Plot No., Block ‘C’ measuring **nineteen thousand one hundred and seventy six (19,176) square metres**, situated at **Industrial Area**, in **Tanga City**; 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 **98 years** commencing on the **first** day of **July, two thousand and twelve**, and expiring on the **thirtieth** day of **June, two thousand one hundred and ten** 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 **Industrial - Service Trades Purposes only**; Use Group ‘M’ 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 **767,040.00** plus ten per cent thereto as facilitation fees, making a total of Tanzania shillings **843,745.00 (eight hundred forty three thousand, seven hundred and forty five)** 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 Lessor.
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 and operating an industrial park, as per the Company's Business Plan/Investment Plan.
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. Maintaining on the land all buildings designed and constructed in accordance with the building plans as approved by the **Tanga City Council** (the Authority).
5. **NOT** to erect or commerce to erect on the land buildings, except in accordance with the plans already approved by the Authority.
6. **NOT** assign the leasehold in whatsoever manner (including mortgaging), without the prior approval of the Lessor.
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 having paid Land Rent and other charges hereby reserved in PART 'A' Clause '1' hereof, and complied with other terms and conditions hereinbefore contained; shall peacefully hold and enjoy the land during the said term without interruption from the Lessor or any other person claiming under or in trust of the Lessor.
2. **UPON** breach by the Lessee of any of the foregoing terms and conditions, the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of 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 that is Lessor or Lessee hereto in respect thereof, either of the parties to the Lease 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 **M/S** **LIMITED** hereby accept the terms and conditions contained in the foregoing Lease Agreement.

SCHEDULE

ALL that land known as Plot No., Block **C**, situating at **Industrial Area**, in **Tanga City**; containing **nineteen thousand one hundred and seventy six (19,176) square metres**, and shown for identification only edged **red** on the plan attached to this Certificate and defined on the Registered Survey Plan Numbered deposited at the Office of the Director for Surveys and Mapping at Dar es salaam.

SEALED with the **COMMON SEAL** of the said **M/S**}
..... **LIMITED** and DELIVERED in the presence of us this..... }
day of 2012}

Signature.....}

Postal Address.....}

Qualification.....}

Signature

Postal Address.....}

Qualification

SEALED with the **COMMON SEAL** of the said
TANZANIA INVESTMENT CENTRE and DELIVERED in our presence }

of us thisday of2012}

Signature.....}

Postal Address.....}

Qualification.....}

Signature.....}

Postal Address

Qualification