

**THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS  
DEVELOPMENT**

Telegram: "ARDHI"  
Tel: 022 2121241- 9  
(Head Office)  
Tel: 028 2502012 (Mwanza)  
Telephone: 2502012



Land Registry Office,  
Lake Zone,  
P.O. Box 1101,  
**Mwanza.**

**In reply please quote:**

Ref: No. LR/MZ/1/72974/1/1

Date: 03.06.2019

Sir/Gentlemen/Madam,

Re: **THE LAND REGISTRATION ACT (CAP. 334)**

SEPARATE LEASEHOLD TITLE

I acknowledge receipt of your letter (form) No. LR66 dated on 17.01.2019 And enclosures thereto.

I return herewith the above mentioned documents registration having been affected under Filed Document No. 53247 on 17.01.2019

Please acknowledge receipt of the enclosures thereto.

I have the honour to be,  
Sir/Gentlemen/Madam,  
Your obedient servant,

For:  ~~PRINCIPAL~~ ASSISTANT REGISTRAR OF TITLES

Enclosures: CP. No. 72974/1  
LEASEHOLD AGREEMENT - 1 - COA  
APPL. FOR: LEASEHOLD TITLE - 1 - COA.

To: Tanzania Investment Centre,  
Box 938,  
D. SIKUM.



**CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY**

**SEPARATE LEASEHOLD TITLE ISSUED**

PRINTED AND PUBLISHED BY THE GOVERNMENT

Certified true copy of

This is to certify that the annexed Certificate of Occupancy dated

the **1st** day of **October**, 20**18**

is registered in the Land Registry under Title No: **72974/1 LR Mwanza**

Copies of the subsisting entries in the register are within

Dated the

**28<sup>th</sup>**

day of

**May**

20**19**

**BWIJO**  
Assistant

**MOHAMED**  
Registrar of Title

Title No: **72974/1 LR Mwanza**

Description of registered land.

**ALL THAT** Land known as Plot No: 3 Block 'Y', situated at Usagara in Misungwi District measuring Five Thousand Five Hundred fifty one (5,551) square meters, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 64194 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

Ext: C.T. NO: 72974 LR Mwanza



**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: 72974-LR Mwanza**  
**L.O. No: 542095**  
**LD No: MSG/4348**

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

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; of P.O Box 938 DAR ES SALAAM (thereinafter referred to as the "LESSOR") on the one part;

AND

**MWANZA GAZ LIMITED**

of P.O BOX 5142 MWANZA and having Certificate of Incentives No. 042269 (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 Mwanza under the above-named Title, in respect of land within Plot No. 3 Block "L", situated at Usagara in Misungwi District and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the land being fully described in the schedule hereto for a term of **Ninety Eight**

years commencing on the **First day of April, Two Thousand and Eighteen** and expiring on the **Thirty First day of March, 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:

The Land shall be used for **Special Industry [Medical and Industrial Gas]** purposes only; Use Group 'N' use class (b) 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, 2019, thereafter continue to pay TZS.349, 800/= (**Three Hundred Forty Nine Thousand Eight Hundred Only**) or any other amount as assessed by the Commissioner for Lands or Authorized 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 of establishing a Facility to Produce and Distribute Medical Industrial and Liquefied Petroleum Gas **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 Misungwi 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.

3. **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) Make and maintain on the land throughout the term adequate arrangements for ware supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.
  - (iv) Make and keep all the buildings on the land rat-proof and carrying out such measures as the medical officer of health for the Authority may require for this purpose.
  - (v) 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 the Health.
  - (vi) Fence the land with a good quality fencing, car parking spaces shall be provided as required by the Authority;
  - (vii) Loading and unloading facilities shall be provided within the boundaries of the land.
4. **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.
5. Allow the lessor or any other authorized government officer to get access to the leased land for official duties.

6. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
7. **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 **MWANZA GAZ LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.



SCHEDULE

ALL that Land known as Plot No. 3 Block "L", situated at Usagara in Misungwi District measuring Five Thousand Five Hundred Fifty One (5,551) square meters, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 64194 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said ]  
MWANZA GAZ LIMITED and DELIVERED ]  
in the presence of us this 11<sup>th</sup> day of DECEMBER 2018 ]

Signature..... ]  
Postal Address..... BOX 5142 MWANZA..... ]  
Qualification..... DIRECTOR..... ]

Signature..... ]  
Postal Address..... BOX 5142 MWANZA..... ]  
Qualification..... DIRECTOR..... ]




SEALED with the COMMON SEAL of the said ]  
TANZANIA INVESTMENT CENTRE and ]  
DELIVERED in the presence of us this 19<sup>th</sup> ]  
day of DECEMBER .....2018]

Signature..... ]  
Postal Address..... P.O. BOX 938 DSH ]  
Qualification..... EXECUTIVE DIRECTOR..... ]

Signature..... ]  
Postal Address..... P.O. BOX 938 DSH ]  
Qualification..... SENIOR LEGAL OFFICER..... ]



FILED DOCUMENT No. 53246  
REGISTERED ON  
17.01.2019  
at 12:32 PM  
Asst. Registrar of Titles



Stamp Duty Shs. 500/- Paid  
and Revenue Receipt No. 9901392746  
of 22.01.2019  
Asst. Registrar of Titles

TANGANYIKA  
STAMP DUTY PAID ON  
ORIGINAL Shs. 13500/-  
Receipt No. 9901392746 of 22.01.19  
Asst. Registrar of Titles

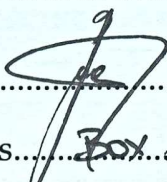


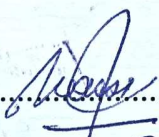
THE UNITED REPUBLIC OF TANZANIA  
THE LAND REGISTRATION ACT (CAP 334)  
APPLICATION FOR LEASEHOLD TITLE  
(Land Registry- Mwanza)

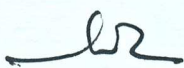
C.T. No: 72974-LR Mwanza  
L.O. No: 542095  
LD No: MSG/4348

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and **MWANZA GAZ LIMITED** of P.O BOX 5142 MWANZA (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. **3 Block "L"**, situated at Usagara in **Misungwi District**. 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 )  
**MWANZA GAZ LIMITED** and **DELIVERED** )  
in the presence of us this...<sup>11<sup>th</sup></sup>.....day of )  
**DECEMBER**.....2018. )

Signature.....  
Postal Address.....**Box 5142 MWANZA**..  
Qualification.....**DIRECTOR**.....

Signature.....  
Postal Address.....**Box 5142 MWANZA**  
Qualification.....**DIRECTOR**.....



SEALED with the COMMON SEAL of the said TANZANIA]

INVESTMENT CENTRE and DELIVERED in the presence ]

of us this.....19.....day of DECEMBER.....2018]

Signature: .....*[Signature]*.....

Postal Address: P.O. BOX 938 DSM.....

Qualification: EXECUTIVE DIRECTOR.....



Signature: .....*[Signature]*.....

Postal Address: P.O. BOX 938 DSM.....

Qualification: SENIOR LEGAL OFFICER.....

FILED DOCUMENT No. 53247  
REGISTERED ON  
17.01.2019  
at 12:38 pm  
*[Signature]*  
Asst. Registrar

TANGANYIKA  
STAMP DUTY PAID ON  
ORIGINAL Shs. 1000/-  
Receipt No. 9901392746 of 22.01.19  
*[Signature]*  
Asst. Registrar

Stamp Duty Shs. 500/- Paid  
and Revenue Receipt No. 9901392746  
of 22.01.2019 issued.  
*[Signature]*  
Assistant Registrar

Land Form 23 A.

TANZANIA

THE LAND ACT 1999  
(NO. 4 OF 1999)

## CERTIFICATE OF OCCUPANCY

*(Under Section 29)*


Date of Issue: 01-10-2018

Title Number: 72974

Land Office Number: 542095  
I. R. Mwanza

Land: PLOT NO. 3 BLOCK 'L' USAGARA - MISHINGI DISTRICT

TITLE No. 72974-R Mvianzo  
 REGISTERED on  
 09-10-2018  
 at 1:00 P  
 Ass. Registrar of Titles



Land Form No. 22  
 TANZANIA STAMP DUTY ACT  
 3460F  
 Stamp Duty Sis. 99002803487  
 and Revenue Receipt No. 9008357604  
 of 16-11-2018 Issued  
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

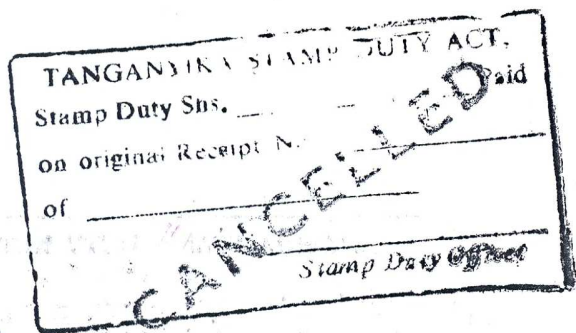
(Under Section 29)

Title No. 72974  
 L.O. No. 542095 LR Mvianzo  
 L.D. No. MSG/4348

The 18<sup>th</sup> day of October Two Thousand and Eighteen

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTRE. established under the 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 **April, 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 there for or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2018; shall hereafter pay rent of shillings **Three Hundred Forty Nine Thousand Eight Hundred (Tshs. 349,800/=)** only a year in advance on the first day of July in each 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.
  - (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) Buildings to be in permanent materials.
  - (iv) Building plans to be submitted to the **Misungwi 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) Buildings to be completed within thirty six months from the day of commencement of the Right.
3. The Occupier shall further
  - (i) Make and maintain on 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 measurements as 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 good quality fencing, car-parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided with the boundaries of the land
4. **USER:** The land and the building to be erected thereon shall be used for **Special Industry** purposes only. Use Group 'N' use class (b) 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 the payment of all premia, taxes and dues prescribed in connection with that disposition.
7. The President may revoke the right for good cause and in public interest.

MISUNGWI DISTRICT.

N



INSET SHOWING DETAILS OF PLOT.

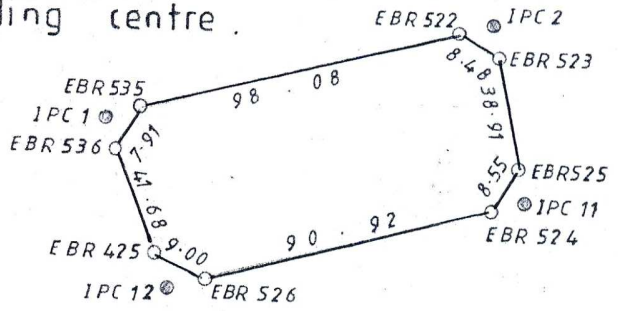
Location Usagara trading centre.

Block 'L'

Plot no 3

L.O. no 542095

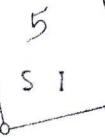
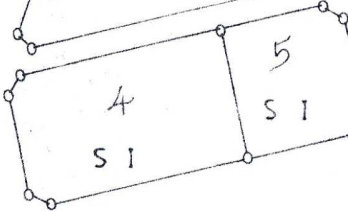
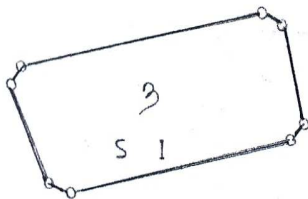
Area = 5551 sqm



STATE ATTORNEY TRAINING INSTITUTE

2

6  
PETROL STATION



TO USAGARA

FROM KIGONGO FERRY

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

This plan prepared in accordance with Registered plan No. 64194 is approved for the purpose of Land Registration Ordinance.

*Amank*  
For Director of Surveys and Mapping.

Date: 31/05/2018  
Ministry of Lands and Human Settlement Development  
Dar es Salaam.

*le*

**SCHEDULE**

ALL that Land known as Plot No. 3 Block 'L' situated at Usagara in Misungwi District containing Five Thousand, Five Hundred Fifty One (5,551) square meters shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 64194 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.

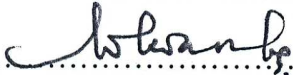


**ASSISTANT COMMISSIONER FOR LANDS**

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.... 03 day of... August, 2018 )

Name... GEOFFREY I. MWAMBE )

Signature:.....  )

Postal Address:..... 938 DSM )

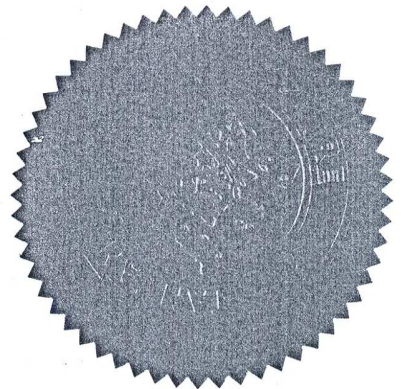
Qualification: EXECUTIVE DIRECTOR )

Name... ALEXANDER MWYANI )

Signature:.....  )

Postal Address:..... P.O-Box 938 DSM )

Qualification: SENIOR LEGAL OFFICER )



LEASE

Filed Document No. 53246

Date of Registration 17.01.19 12:38 PM

To MWANZA GAZ LIMITED

OF P.O. BOX 5142, MWANZA

Separate Title No. 72974/1  
issued. ^

  
Registrar of Titles

ENTRIES IN THE REGISTER

TITLE NO: 72974/1 IR Mwanza

No. 53246 .....Registered 17.01.2019 at 12.38 p.m.  
To: MWANZA GAS LIMITED of P.O. Box 5142,  
MWANZA.

  
BWIJO MOHAMED

Asst. Registrar of Titles

No. ....Registered .....at.....m

To.....

Asst. Registrar of Titles

No. ....Registered .....at.....m

To.....

Asst. Registrar of Titles

No. ....Registered .....at.....m

To.....

Asst. Registrar of Titles

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To.....

Asst. Registrar of Titles

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To.....

Asst. Registrar of Titles

No. ....Registered .....at.....m

To.....

Asst. Registrar of Titles

No. ....Registered .....at.....m

To.....

Asst. Registrar of Titles