

TANGANYIKA

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



**LEASEHOLD TITLE
CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY**

Lease AGREEMENT DATED

This is to certify that the annexed ~~Certificate of Occupancy~~ dated

the **8th** day of **May** 20**17**

is registered in the Land Registry under Title No. **160371 MG**

Copies of the subsisting entries in the register are within

Dated the

12th

day of

June

20**17**

Mohamed
Bwa Mohamed

ASST.

Registrar of Title

Title No. **160371/1 MG**

Description of registered land

All that land known as Plot No. 30 Industrial Area in Kibaha Township containing One decimal Point Zero Five Seven (1.0057) Hectares shown for identification only edged red on the plan attached to this Lease Agreement registered under the Filed document number 906 annexed hereto and defined on the registered survey plan numbered 22397 deposited at the Office of Director for Survey and Mapping at Dar es Salaam.

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

C.T. No: 160371 MG
L.O. No: 694395
KTC/LD/PT/MP/A/53446

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and **HANS LOGISTICS LIMITED** of P.O Box 14689 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. **30** situated at **Industrial Area** in Kibaha District. Pursuant to that, we hereby **SUBMIT** the Lease Agreement for registration and **APPLY** for 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.....^{8th} day of^{MAY}.....2017)

Name: CLIFFORD - IC. TANDARI

Signature: X. Clifford

Postal Address: P.O.Box 938 DSM

Qualification : AGTINA EXECUTIVE DIRECTOR

Name: ALEXANDER MNTANI

Signature: [Signature]

Postal Address: P.O.Box 938 DSM

Qualification : SENIOR LEGAL OFFICER



SEALED with the COMMON SEAL of the Said HANS)

LOGISTICS LIMITED and DELIVERED in the presence of)

us this 5th day of May 2017)

Name: HONGYIN Fan

Signature: *Hongyin Fan*

Postal Address: P. O. BOX 14868 DSM

Qualification: M. D.

Name: ZHU LAI WEN

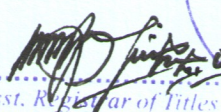
Signature: *Zhu Lai Wen*


Postal Address: P. O. BOX 14868 DSM

Qualification: DIRECTOR

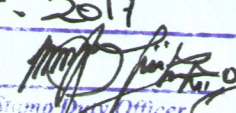


FILED DOCUMENT No. 907
REGISTERED ON 17.05.2017
AT 1:00 pm

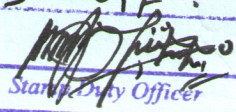

Senior Asst. Registrar of Titles




TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs. 1500/= Paid
On Original Receipt No. 15199363
of 17-05-2017


Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs. 500/= Paid
Receipt No. 15199363
of 17-05-2017


Stamp Duty Officer

TITLE No. 160371 MG
 REGISTERED 20-04-2017
 AT 9-50 AM



Asst. Registrar of Titles

Land Form No. 22
 TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs. 63259/2 Paid
 On Original Receipt Shs. 14263612
 of 09-01-2017

Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No: 160371 MG
 L.O.No.694395
 KTC/LD/PT/MP/A/53446

The 19th day of April Two thousand and Seventeen.

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 Schedule hereto (hereinafter called "the Land") for a term of **Ninety nine** years from the first day of **January,Two thousand and seventeen** 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:-

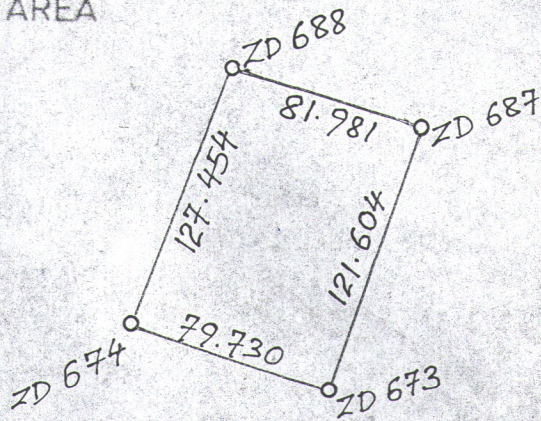
1. The Occupier having paid rent up to the thirtieth day of June, 2017, shall thereafter pay rent of shillings **Six hundred thirty three thousand five hundred ninety one (633,591/=)** only a year in advance on the first day of July in every year of the term without deduction **PROVIDED** that the rent 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.

- (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 to be in permanent materials.
 - (iv) Submit building plans to the **Kibaha Town Council** within six months from the date of the commencement of the Right.
 - (v) Building construction to begin within six months after approval of plans.
 - (vi) Building to be complete within thirty six (36) months from the date of the 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 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 for **General Industrial** purposes only, Use Group 'O' Use class (a) 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.

KIBAHA TOWNSHIP



LOCATION INDUSTRIAL AREA
 BLOCK
 PLOT No. 30
 L.O No 694395
 AREA: 1.0057 Ha



This plan, prepared in accordance with Registered Plan No
22397
 is approved for purpose of the Land Registration ordinance
 for Director of Surveys and Mapping
 Ministry of Lands, Housing and Human Settlements
 Development Director Selam

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

13/02/2017

SCHEDULE

ALL that land known as Plot No.30 situated at Industrial Area in Kibaha Township containing One decimal point zero zero five seven (1.0057) Hectares shown for identification only edged red on the plan attached to this Certificate and defined on the registered Surveys Plan Numbered 22397 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

Handwritten signature

ASSISTANT COMMISSIONER FOR LANDS

We, 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 25th day of FEBRUARY 2017)

Signature: *[Handwritten Signature]*)

Postal Address: P.O. Box 938 DSH)

Qualification: ACTING EXECUTIVE DIRECTOR)

Signature: *[Handwritten Signature]*)

Postal Address: P.O. Box 938 DSH)

Qualification: SENIOR LEGAL OFFICER)



LAND REGISTRY MOROGORO
LEASE

Filed Document No. 906

Date of Registration 17.05.2017 time: 1:00 pm

To HANS LOGISTICS LIMITED OF

P.O. Box 14689 DAR ES SALAAM. For

a term of 98 years from 1st April

2017

LEASEHOLD

TITLE NO. 160371


Senior Asst. Registrar of Titles
Issued

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: 160371 MG
L.O. No: 694395
KTC/LD/PT/MP/A/53446

Made and entered into this ^{8th}..... day of ^{MAY}.....2017

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

HANS LOGISTICS LIMITED

of P.O Box 14689 DAR ES SALAAM and having certificate of incentives No. 070681 (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 MOROGORO under Title No. **160371 MG** in respect of land within Plot No. **30** situated at **Industrial Area** in **Kibaha Township**, measuring **One decimal point zero zero five seven (1.0057) Hectares**, 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 **thirty first** day of **December, two thousand one hundred and 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 **General Industrial** purposes only; Use Group '**O**' use class (**a**), 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 633,591.00 plus ten per cent thereto (i.e. 63,359.00) as TIC facilitation fees, making a total of Tanzania Shillings **696,950.00 (six hundred ninety six thousand nine hundred fifty 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 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 establishing and operating cargo transportation project.
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.
5. **SUBMIT** building plans to the **Kibaha Town Council** 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 Lease.
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 significantly, 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

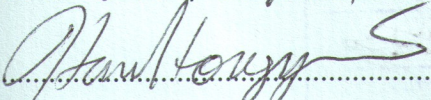
In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may commence arbitration proceedings in conformity with the provision of Section 23 of the Tanzania Investment Act, 1997 or under the provision of the Arbitration Ordinance, Cap 15 of the Laws of Tanzania.

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

SCHEDULE

ALL that Land known as Plot No. 30 situated at **Industrial Area** in **Kibaha Township**, containing **One decimal point zero zero five seven (1.0057) Hectares**, shown for identification only edged **red** on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **22397** deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the **COMMON SEAL** of the said)
HANS LOGISTICS LIMITED and **DELIVERED** in the)
presence of us this 5th day of May2017)

Signature.....

Postal Address.....P.O. BOX 14868 DSM

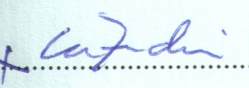
Qualification.....MD

Signature.....

Postal Address.....P.O. BOX 14868 DSM

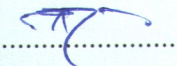
Qualification.....DIRECTOR

SEALED with the **COMMON SEAL** of the said)
TANZANIA INVESTMENT CENTRE and)
DELIVERED in the presence of us this 8th)
day of MAY2017)

Signature.....

Postal Address.....P.O. BOX 988 DSM

Qualification.....ACTING EXECUTIVE DIRECTOR


Signature.....

Postal Address.....P.O. BOX 988 DSM

Qualification.....SENIOR LEGAL OFFICER



FILED DOCUMENT No. 906
REGISTERED ON 17-05-2017
AT: 1:00 pm



[Signature]
Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs. 11,000/= Paid
On Original Receipt No. 15199362
of 17-05-2017

[Signature]
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs. 500/= Paid
Receipt No. 15199362
of 17-05-2017

[Signature]
Stamp Duty Officer



ENTRIES IN THE REGISTER
TITLE NO. 160371/1 MG.

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

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

No. Registered at m

To

.....
.....

.....
Asst. Registrar of Titles

No. Registered at m

To

.....
.....

.....
Asst. Registrar of Titles