

**TANGANYIKA**

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



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

COPY OF ISSUE

This is to certify that the annexed Certificate of Occupancy dated

the 16<sup>th</sup> day of NOVEMBER 20...12

is registered in the Land Registry under Title No. 121756

Copies of the subsisting entries in the register are within

Dated the 27<sup>th</sup> day of NOVEMBER 20...12

*Juma Lushela*  
Asst. Registrar of Title



Title No. 121756/1	Description of registered land.
All that land known as Plot No. 13, 14 & 15 situated at Umanio in Dar es Salaam City containing Ten Point Nine Two Zero (10.920) Hectares shown for identification only edged red on the plan attached to this lease agreement registered under the filed document number 148683 annexed hereto and defined on the registered Survey Plan Numbered 25107 deposited at the office of the Director for Surveys and	

**ENTRIES IN THE REGISTER**  
**TITLE NO. 121796/1**

No. .... Registered 21.11.2012 12.45 p.m. at ..... m No. .... Registered ..... at ..... m  
 To M/S SIBO HAINAN REAL ESTATE DEVELOPMENT LIMITED OF P.O. BOX ~~7890~~ To .....  
18913 DAR ES SALAAM. To .....  
~~18913~~

*[Signature]*  
Asst. Registrar of Titles

Asst. Registrar of Titles

**MORTGAGE**

No. 149273 Registered 27-12-12 at 11:35 m No. .... Registered ..... at ..... m  
 To BANK M (IANZAMA) LIMITED To .....  
OF P.O BOX 96 D'SALAM To .....  
(to secure Tshs 4,250,000,000/- and  
Tshs 2,800,000,000/-)

*[Signature]*  
Asst. Registrar of Titles

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 .....

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



## TANZANIA INVESTMENT CENTRE

### LEASEHOLD AGREEMENT

(Issued under Section 20 of the Land Act, Cap. 113 R.E.2002)

Date of Issue:

Land Office Number:

Land Description:

**TANZANIA INVESTMENT CENTRE**

**THE LAND ACT**  
(No. 4 of 1999)

**DERIVATIVE RIGHT**  
(Under Section 20)

C.T. No: 121756  
L.O. No: 456645  
L.D. No: 305403

Made and entered into this 16..... day of November 2012

**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, (hereinafter referred to as "the Lessor") on the one part

**AND**

**M/S SINO HAINAN REAL ESTATE DEVELOPMENT LIMITED** of P.O BOX 7656 DAR ES SALAAM AND HAVING CERTIFICATE OF INCENTIVES No. 061035

(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. 121756 in respect of land within Plot No. 13, 14 & 15 measuring **ten decimal point nine two zero (10.920) hectares**, situated at **Ununio** in **Dar es Salaam 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 **ninety-six** years commencing on the **first day of October, two thousand and twelve** and expiring on the of **thirty first of March, two thousand one hundred and eight** 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 **Commercial/ Residential** purposes only; Use Group '**B**' use classes (**a**) and (**d**) Use Group '**C**' use class (**e**) Use Group '**D**' use classes (**a**) and (**d**) Use Group '**E**' Use class (**e**) Use Group '**G**' use class (**a**) Use Group '**H**' 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 including ten per cent as facilitation fees thereto; making a total of Tanzania Shillings **1,351,350.00 (One million three hundred fifty one thousand three hundred and 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 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 a commercial residential housing complex lease and sale thereon (hereinafter referred to as "the improvements") according to his Investment and Implementation Plan already submitted to the Lessor and in accordance with specifications as the Lessor may require.
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 **Kinondoni 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 Lease.
6. **NOT** make any disposition to the leased land, such as mortgaging, without the consent 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 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 **M/S SINO HAINAN REAL ESTATE DEVELOPMENT LIMITED** hereby accepts the terms and conditions contained in the foregoing Lease agreement.

**SCHEDULE**

**ALL** that Land known as Plot Plot No. 13, 14 & 15 measuring **ten decimal point nine two zero (10.920) hectares** shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **25107** deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said )  
SINO HAINAN REAL ESTATE DEVELOPMENT )  
LIMITED and DELIVERED in the presence of us )

this 16<sup>th</sup> day of Nov. 2012 )

Signature  )

Postal Address P.O. BOX 7656 DSM )

Qualification DIRECTOR )

Signature  )

Postal Address P.O. BOX 7656 DSM )

Qualification COMPANY SECRETARY )

SEALED with the COMMON SEAL of the said )  
TANZANIA INVESTMENT CENTRE )  
and DELIVERED in our presence of us )

this 16<sup>th</sup> day of NOVEMBER 2012 )

Signature  )

Postal Address 988 DAR-EC )  
SALAMU )

Qualification ACTING EXECUTIVE DIRECTOR )

Signature  )

Postal Address 988 DAR-EC )  
SALAMU )

Qualification LEGAL OFFICER )

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21-11-12  
12.44 am

*A. Jela*

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21-11-12

*A. Jela*

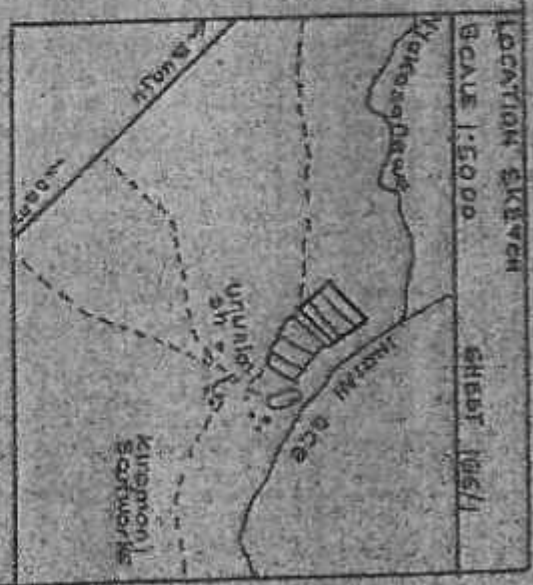
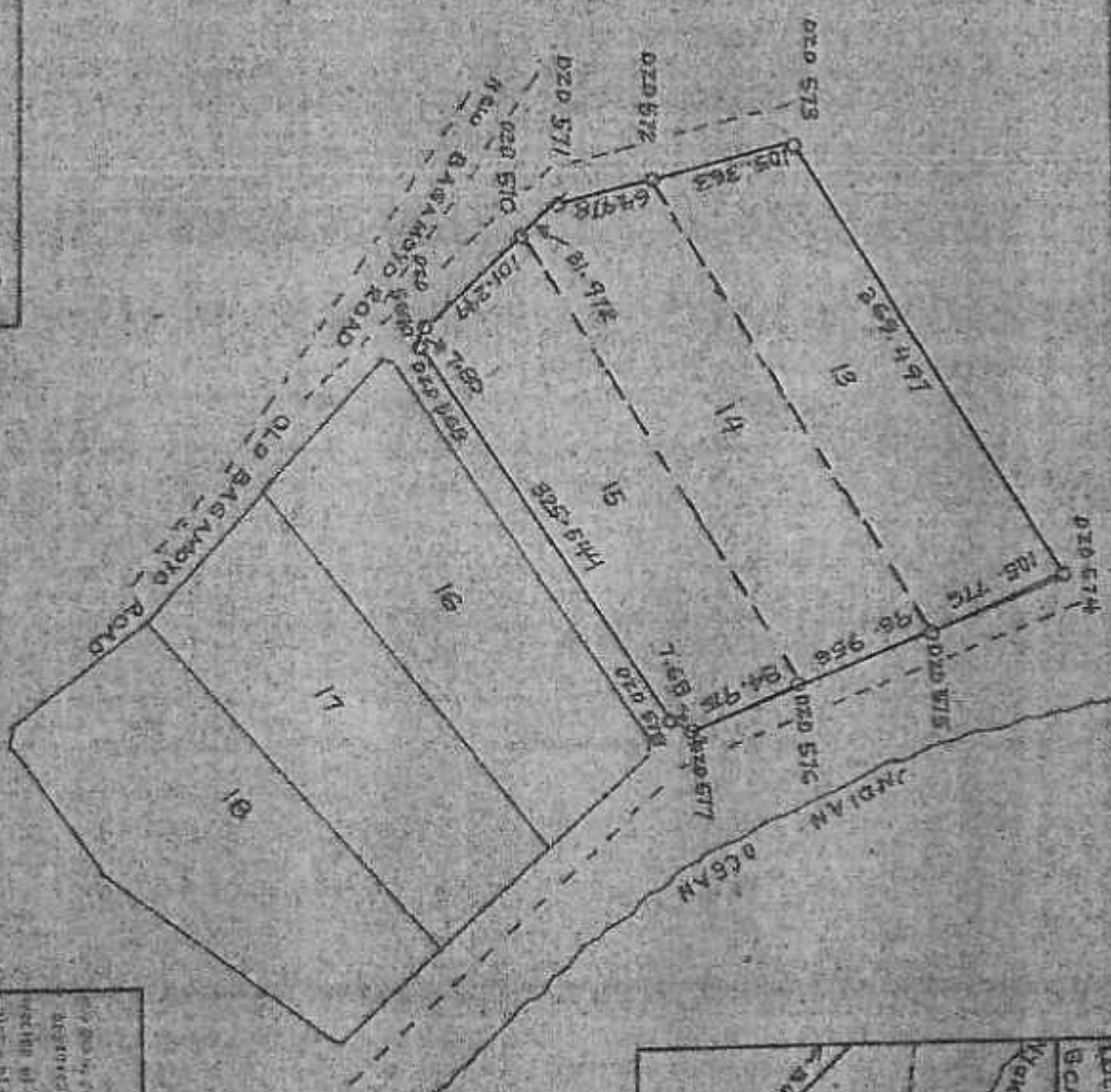
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*A. Jela*

# DARES SALAAM CITY



The issue of this plan implies no guarantee  
on the part of the Survey Commission



LOCATION LINUNIO

BLOCK 7

PLOT No. 13, 14 & 15

L.O. No. 4566415

AREA 10920 sq. meters

This plan was prepared in accordance with regulations under the Survey Commission Act No. 25 of 1971. It is subject to the provisions of the Survey Commission Act No. 25 of 1971 and the Survey Commission Regulations.

1/19/2010

REGISTRATION NO. 121756  
 REGISTERED 7-11-2012  
 AT 1:00 PM



*[Signature]*  
 Registrar General of Tanzania

Land Form No. 22

TANZANIA  
 Stamp Fee: 100/-  
 Receipt No. 41241684  
18-6-2010

*[Signature]*

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)



Title No. 121756  
 L.O. No. 456647-5  
 L.D. No. 305403

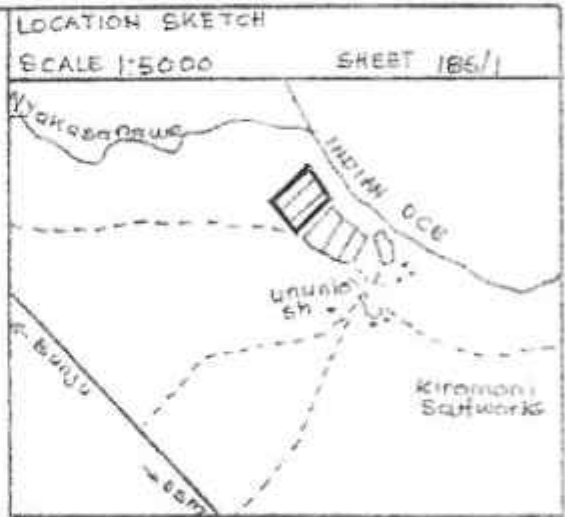
The 29<sup>th</sup> day of October, Two thousand and twelve.

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 **April, Two thousand and ten** 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, 2010; shall hereafter pay rent of shillings **one million two hundred twenty eight thousand five hundred (1,228,500/=)** 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 shall be in permanent materials.
  - (iv) Building plans to be submitted to the **Kinondoni Municipal 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. **USER:** The land shall be used for **Commercial/Residential** purposes only. Use Group 'B' use class (a) and (d) Use Group 'C' use class (e). Use Group 'D' use classes (a) and (d) Use Group 'E' use class (c) Use Group 'G' use class (a) Use Group 'H' use class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as **amended in 1993**.
4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
5. 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.
6. The President may revoke the right for good cause and in public interest.

# DAR ES SALAAM CITY



LOCATION	UNUNIO
BLOCK	-
PLC No.	13, 14 & 15
L.D. No.	456645
AREA	10920 Ha

25107  
 14/11/12 7/9/12

SCHEDULE

ALL that Land known as Plot No. 13, 14 & 15 situated at Ununio in Dar es Salaam City containing ten decimal point nine two zero (10.920) Hectares shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 25107 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.

*K.M.J.*  
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 )  
and DELIVERED in the presence of us )  
this... 01... day of... OCTOBER... 2012. )

Signature: *[Signature]* )

Postal Address: *P.O. BOX DAR-ES-SALAAM* )

Qualification: *AGENCY EXECUTIVE DIRECTOR* )

Signature: *[Signature]* )

Postal Address: *P.O. BOX DAR-ES-SALAAM* )

Qualification: *LEGAL OFFICER* )



LEASE

148688

21-11-12

12494

M/S SMO HAWAII REAL ESTATE  
DEVELOPMENT LIMITED OF PO-BOX 7654  
DSM. TERM 96 YRS Cum on 1<sup>st</sup> Oct 12



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

C.T. No: 121756

L.O. No: 456645

L.D. No: 305403

Ununio, Dar es Salaam City

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and M/S SINO HAINAN REAL ESTATE DEVELOPMENT LIMITED of P.O BOX 7656 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 13, 14, & 15 situated at Ununio, in Dar es Salaam City. 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 TANZANIA INVESTMENT CENTRE and )

DELIVERED in the presence of us this... 15<sup>th</sup> )

Day of... NOVEMBER .....2012 )

Name: RAYMOND MUBILIN YI )

Signature: X.  )

Postal Address: 938 DAR ES SALAAM )

Qualification: ACTING EXECUTIVE DIRECTOR )

Name: ALEXANDER MUYANI )

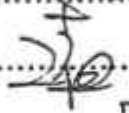
Signature:  )


Postal Address: 938 DAR ES SALAAM )

Qualification: LEGAL OFFICER )



SEALED with the COMMON SEAL of the Said M/S SINO }  
HAINAN REAL ESTATE DEVELOPMENT LIMITED }  
and DELIVERED in the presence of us }  
this ..... 16<sup>th</sup> ..... day of ..... Nov ..... 2012 }

Name: ..... LING JIAN ..... }  
Signature: .....  ..... }  
Postal Address: ..... P.O. BOX 7656 DSM ..... }  
Qualification : ..... DIRECTOR ..... }

Name: ..... Zeng Qi ..... }  
Signature: .....  ..... }  
Postal Address: ..... P.O. BOX 7656 DSM ..... }  
Qualification : ..... COMPANY SECRETARY ..... }