



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: PWN 4900

L.O. No: 1070996

LD. No: 178408

Made and entered into this.....day of2020

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

WEN XING PLASTIC CEMENT INVESTMENT COMPANY LIMITED

of P.O Box 105353 DAR ES SALAAM and having certificate of incentives No. 042163 (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. 4900 PWN in respect of land within Plot No. 55 Industrial Area in Kibaha Township , 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 Twenty** and expiring on the **Thirty** day of **June**, **Two Thousand One Hundred and Eighteen** 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 purpose only, Use Group 'O' use class (a)**, 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 Tshs 723,008/= (Tanzania Shillings Seven Hundred Twenty Three Thousand Eight) 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** the land by establishing and operating a plastic waste recycling plant **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 **Kibaha Township 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.
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. Fence the land with good quality fencing, car parking spaces shall be provided as required by the Authority. Loading unloading facilities shall be provided within the boundaries of the land



3. **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.
4. Allow the lessor or any other authorized government officer to get access to the leased land for official duties.
5. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
6. **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 **WEN XING PLASTIC CEMENT INVESTMENT COMPANY LIMITED** hereby accept the terms and conditions contained in the foregoing Lease Agreement.



SCHEDULE

ALL that Land known as Plot No. 55 Industrial Area in Kibaha Township, measuring Nine Thousand One Hundred Fifty Two (9152) square metres shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 21049 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said]
TANZANIA INVESTMENT CENTRE and]
DELIVERED in the presence of us this.....^{27TH}]
day of OCTOBER2020]



Name: STADUHU I. GARI
Signature: [Signature]
Postal Address: P.O. Box 933 DSM
Qualification: EXECUTIVE DIRECTOR

Name: ALEXANDER MUYANI
Signature: [Signature]
Postal Address: P.O. Box 933 DSM
Qualification: SENIOR LEGAL OFFICER

SEALED with the COMMON SEAL of the said]
WEN XING PLASTIC CEMENT INVESTMENT]
COMPANY LIMITED and]
DELIVERED in the presence of us this.....]
day of2020]


Name: JI WEN YANG
Signature: [Signature]
Postal Address: 105353 DSM
Qualification: MANAGING DIRECTOR



Name: XIA LIN
Signature: [Signature]
Postal Address: 105353 DSM
Qualification: DIRECTOR



FILED DOCUMENT No: 211472
REGISTERED ON: 02-03-2021
AT: 01:13 PM.
Senior Ass. Registrar of Titles



TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 1000/- Paid
921057035251168
On Original Receipt Shs: 1168
of: 01-03-2021
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 500/- Paid
Receipt No: 921057035251168
of: 01-03-2021
Stamp Duty Officer





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

(Land Registry- Dar es Salaam)

4900 PWN
 C.T. No: 46975
 L.O. No: 1070996
 LD. No: 178408

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and WEN XING PLASTIC CEMENT INVESTMENT COMPANY LIMITED of P.O Box 105353 DAR ES SALAA, (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 55 Industrial Area in Kibaha Township 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... 27th]
 day of OCTOBER2020]



Name: MADUKUJI I. GAZI
 Signature: [Handwritten Signature]
 Postal Address: P.O. BOX 938 DSM
 Qualification: EXECUTIVE DIRECTOR

Name: ALEXANDER MUNTANI
 Signature: [Handwritten Signature]
 Postal Address: P.O. BOX 938 DSM
 Qualification: SENIOR LEGAL OFFICER






SEALED with the COMMON SEAL of the said]
 WEN XING PLASTIC CEMENT INVESTMENT]
 COMPANY LIMITED and]
 DELIVERED in the presence of us this.....]
 day of2020]


Name: JI WEN YANG
 Signature: 杨际文
 Postal Address: 105353 DSM
 Qualification: ..MANAGEMENT..... DIRECTOR

Name: XIA LIN
 Signature: 林霞
 Postal Address: ..105353 DSM
 Qualification:DIRECTOR.....

FILED DOCUMENT NO. 211471
 REGISTERED ON: 02-03-2021
 AT: 01:13 PM

 Senior Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs: 1000/= Paid
 921057035251168
 On Original Receipt Shs:
 of: 01-03-2021
 Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs: 500/= Paid
 Receipt No: 921057035251168
 of: 01-03-2021
 Stamp Duty Officer

TITLE No: PWN: 4900
 REGISTERED ON: 10: 02 2021
 AT: 09:00 A.M

 Senior Asst. Registrar of Titles

Land Form No. 22

TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs: 36,490/= Paid
 On Original Receipt Shs: 920 232 004543985
 of: 19.08.2020
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. PWN: 4900
 L. O. No. 1070996.
 L. D. No. 178408.

The 9th day of February Two thousand and Twenty One

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTER 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 Twenty 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, 2021; shall hereafter pay rent of shillings seven hundred twenty three thousand eight (723,008/=) 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 Occupiers' expenses as assessed by the Director responsible for Surveys and Mapping.



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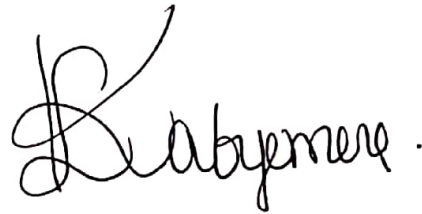
- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
 - (iii) Maintain on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the **Kibaha Township Authority** (hereinafter called "the Authority").
 - (iv) At all times during the term of the Right have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands (hereinafter called "the Commissioner").
 - (v) Not erect or commence to erect on the land buildings except in accordance with building plans and specifications which shall have been first approved by the Authority.
 - (vi) Approval of plans of any building by the Authority shall not imply that the construction of such a building will satisfy the occupier's obligation under the conditions of the Right and shall not imply waiver or modification of any condition in the Right.
3. **USER:** The land shall be used for **General Industrial** purposes only. Use Group 'O' Use class (a) as defined in the Urban Planning (Use groups and Use Classes), Regulations 2018.
 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 or public interest.



SCHEDULE

ALL that Land known as Plot No. 55 situated at Industrial Area in Kibaha Townshp containing nine thousand one hundred fifty two (9152) square metres shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 21049 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

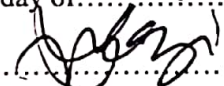
Given under my hand and my official seal the day and year first above written.



Ag. ASSISTANT COMMISSIONER FOR LANDS


The within named TANZANIA INVESTMENT CENTER hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTER)
and DELIVERED in the presence of us)
this 8TH day of SEPTEMBER, 2020.)

Signature: )

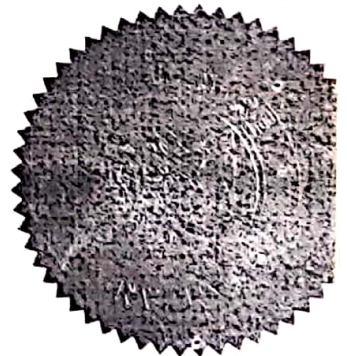
Postal Address: P.O. Box 938)
DAR - ES - SALAAM)

Qualification: EXECUTIVE DIRECTOR)

Signature: )

Postal Address: P.O. Box 938)
DAR - ES - SALAAM)

Qualification: SENIOR LEGAL OFFICER)



LAND REGISTRY DAR - ES - SALAAM

LEASE HOLD

Registered Document No. 211472

Date of Registration: 02-03-2024 Time: 01:13 PM

WEN XING PLASTIC CEMENT INVESTMENT COMPANY LIMITED of P.O. Box 5352, ASM.

for a term of 99 years on the 1st July 2020. Leasehold title

0.4900/1 + 1/2000

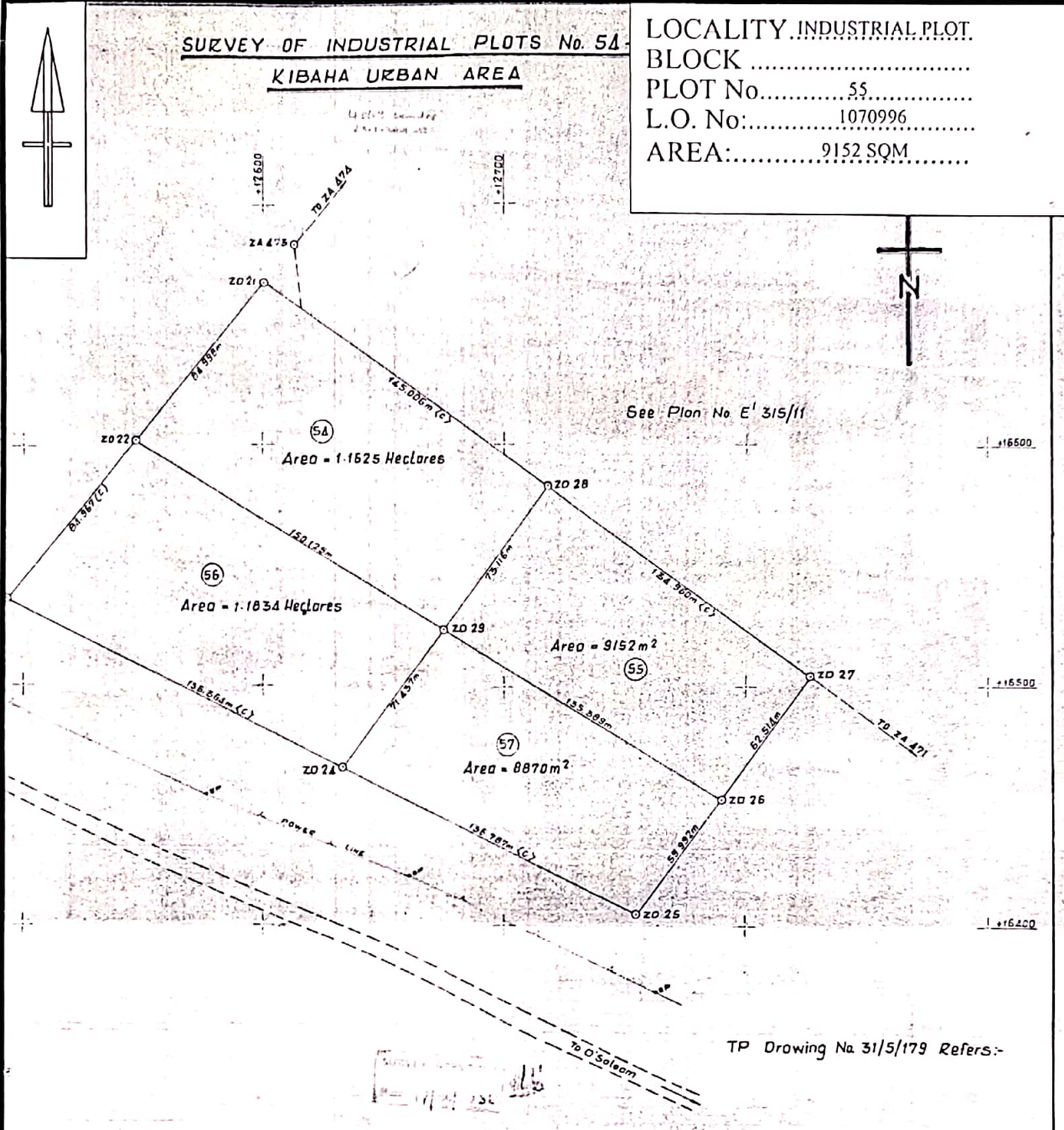
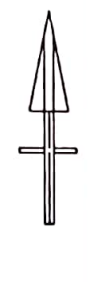
Senior Asst. Registrar of Titles



KIBAHA URBAN AREA

SURVEY OF INDUSTRIAL PLOTS No. 54
KIBAHA URBAN AREA

LOCALITY INDUSTRIAL PLOT
BLOCK
PLOT No. 55
L.O. No: 1070996
AREA: 9152 SQM



TP Drawing No. 31/5/179 Refers:-

COMPS. E' 315 B MP 185/IV/B Standard Sheet 185/IV Action Plan No. E 315/42	Scale 1:1000 Amendments by:- 1. 2. 3. Photo	Plan drawn by J.A. Chande I hereby certify that the survey represented by this plan was carried out in accordance with the Regulations
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This plan is prepared in accordance with Registered Plan No. 21049

It is approved for purpose of the Land Registration Act 334

Director of Surveys and Mapping *Ante* Date 04/02/2021

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

Ministry of Lands, Housing and Human Settlements Development, Dodoma



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HANDLING OVER NOTE-DISPATCH MEMO

LHT No. PWN 4900/1

Plot No. 55 Block Kibaha Industrial
in Kibaha Town Council.

I, **JIWEN YAN** of P.O. Box 1055353 DAR ES SALAAM TEL+255 655 888 789

being a Director of WEN XING PLASTIC CEMENT INVESTMENT

COMPANY LIMITED with copy of Chinese Passport No. E54351093 do

hereby accept that I have collected Derivative Title No. PWN 4900/1 for the

above mentioned plot on behalf of WEN XING PLASTIC CEMENT

INVESTMENT COMPANY LIMITED from TANZANIA INVESTMENT

CENTRE for the sole purpose of delivering it to The Directors of WEN XING

PLASTIC CEMENT INVESTMENT COMPANY LIMITED for safe keeping.

Received by; **JIWEN YAN** Signature; .....

Dispatched by; J.M. Chikawe Signature; .....

Date: 18/05/2021

