

# LEASE

TANGANYIKA

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



## LEASEHOLD CERTIFICATE OF TITLE TO ~~RIGHT OF OCCUPANCY~~

**copy of lease**

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

the **18th** day of **October** 20..12

is registered in the Land Registry under Title No. **96204**

Copies of the subsisting entries in the register are within

Dated the *22nd* day of **October** 20..12

*[Signature]*  
**APOLLO E. LAIZER**  
Asst. Registrar of Title

Title No. **96204/1**

Description of registered land.

All that land known as Plot No.3 Block 'A' Zegereni Kibaha Township containing Nine Decimal Point Nine Seven (9.97)

Hectares shown for identification only edged red on the plan

attached to this Lease agreement registered under Filed Document

ENTRIES IN THE REGISTER  
TITLE NO. 96204/1

**LEASE**

No. .... Registered **19.12.2012 1.00 p.m.** at ..... m  
To: **M/S HONG YU STEELS (T) COMPANY**  
**LIMITED of P.O. BOX 105157,**  
**DAR ES SALAAM.**

  
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



21 TFN-833

**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: 96204  
L.O. No: 456641  
L.D. No: 305211

Made and entered into this.....<sup>18<sup>th</sup></sup> day of October.....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, (thereinafter referred to as "the Lessor") on the one part

**AND**

**M/S HONG YU STEELS (T) COMPANY LIMITED of P.O BOX 105157 DAR ES SALAAM AND HAVING CERTIFICATE OF INCENTIVES No. 041948**

(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. 96204 in respect of land within **Plot No. 3 Block 'A'** measuring **nine decimal point nine seven (9.97) hectares**, situated at **Zegereni 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-six** years commencing on the **first day of October, two thousand and twelve** and expiring on the of **Thirty-first day 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 **Steel Industrial** purposes only; Use Group '**N**' 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 **2,467,575.00 (Two million four hundred sixty seven thousand five hundred and seventy 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 a project for manufacturing of steels 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 **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, 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 HONG YU STEELS (T) COMPANY LIMITED DAR ES SALAAM** hereby accept the terms and conditions contained in the forgoing Lease agreement.

**SCHEDULE**

**ALL** that Land known as Plot **3 Block 'A' Zegereni** measuring **nine decimal point nine seven (9.97) hectares** shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **67450** deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.


SEALED with the COMMON SEAL of the said  
HONG YU STEELS (T) COMPANY LIMITED )  
and DELIVERED In the presence of us )

this 18<sup>th</sup> day of OCTOBER 2012 )

Signature  )

Postal Address 30073 KIBAHYA )

Qualification DIRECTOR )


Signature  )

Postal Address 30073 KIBAHYA )

Qualification DIRECTOR )

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

this 18<sup>th</sup> day of October 2012 )

Signature X  )

Postal Address 938 )  
DAR ES SALAAM )

Qualification Ag. Executive Director )

Signature  )

Postal Address 938 )

DAR ES SALAAM )

Qualification LEGAL AFFAIRS MANAGER )

19-10-12  
1:00 pm



*[Signature]*  
Deputy Asst. Registrar of Stamps

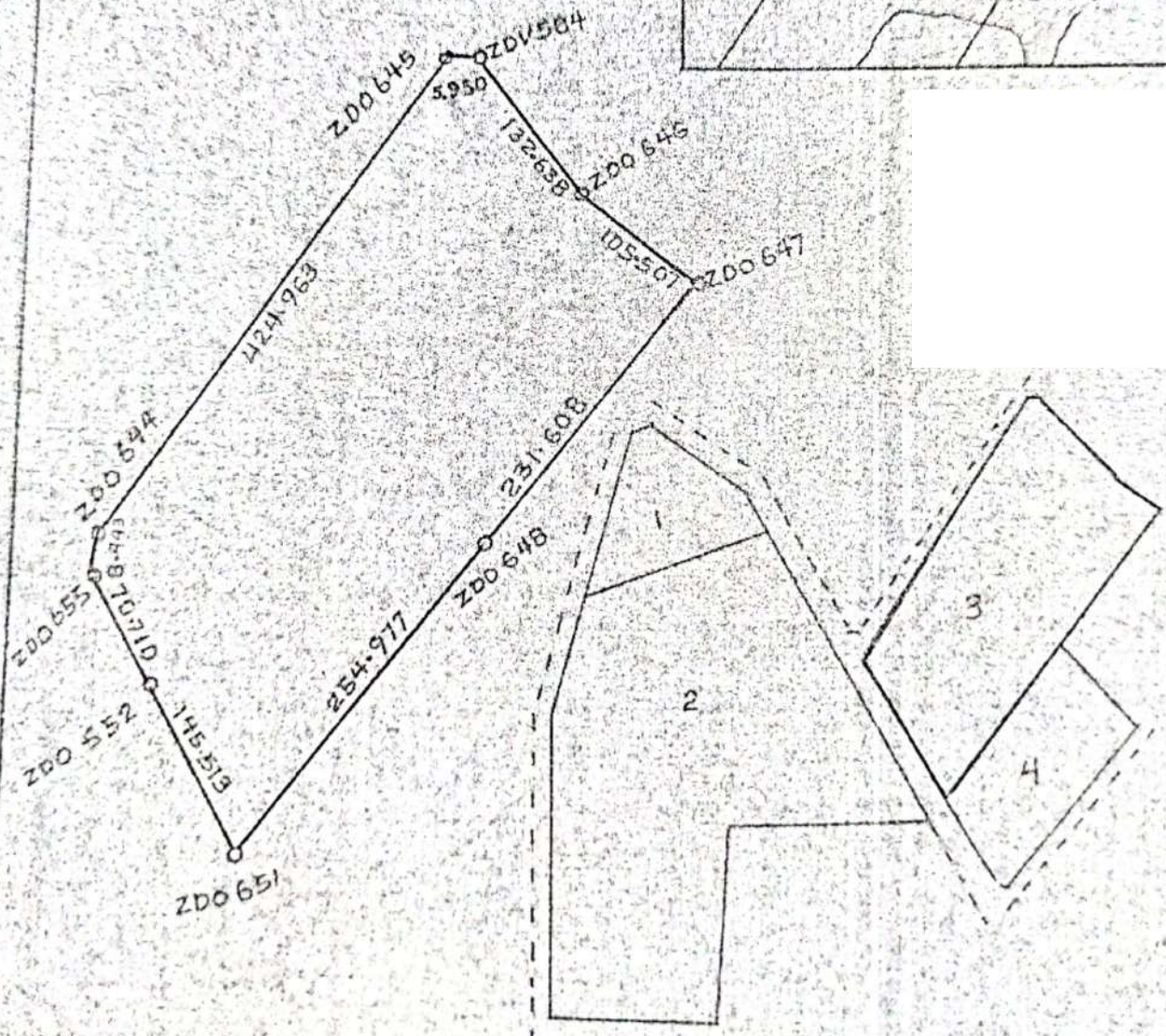
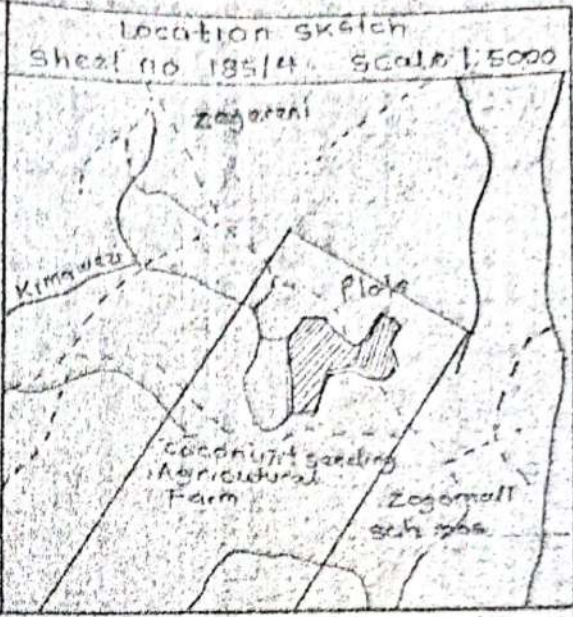
STAMP DUTY RECEIPT  
Stamp Duty Shs. 24600/- Paid  
original Receipt No. 48588579  
19-10-12  
*[Signature]*  
Stamp Officer

Stamp Duty Shs. 500/-  
original Receipt No. 48588579  
19-10-12  
*[Signature]*



# KIBAHA TOWNSHIP

LOCATION ZEGERENI  
 BLOCK A  
 PLOT No. 3  
 L.O. No. 456641  
 AREA 9.97 Ha



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

This plan, prepared in accordance with Registered plan 67450  
 is approved for purposes of the Land Registration Act  
 of 1962 and the Land Registration (Amendment) Act of 1964  
 by the Registrar of Lands, Housing and Urban Development  
 on 04/09/2022

SEALED with the COMMON SEAL of the Said }  
M/S HONG YU STEELS (T) COMPANY LIMITED }  
and DELIVERED in the presence of us }  
this.....day of ..... 2012}

Name: Miao Linjie }  
Signature: [Handwritten Signature] }  
Postal Address: 30073 KIBAHHA }  
Qualification : DIRECTOR }

Name: HASSAN SAAD }  
Signature: [Handwritten Signature] }  
Postal Address: 30073 KIBAHHA }  
Qualification : DIRECTOR }

96204  
RECEIVED 16.10.12  
11:50 AM  
SECRETARY GENERAL  
MINISTRY OF LANDS  
TANZANIA

Land Form No. 22  
TANGANYIKA  
Stamp No. 1587  
Receipt No. 42313732  
of 05/01/2012  
J. M. M.

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

TANZANIA  
Stamp No. 299 058  
of 05/01/2012  
42313732  
J. M. M.

Title No. 96204  
L.O. No. 456641.  
L.D. No. 305211.

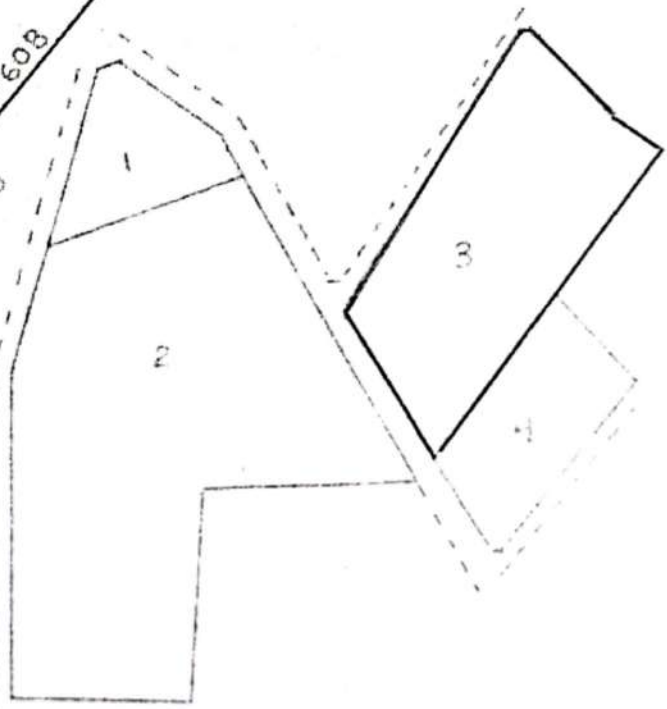
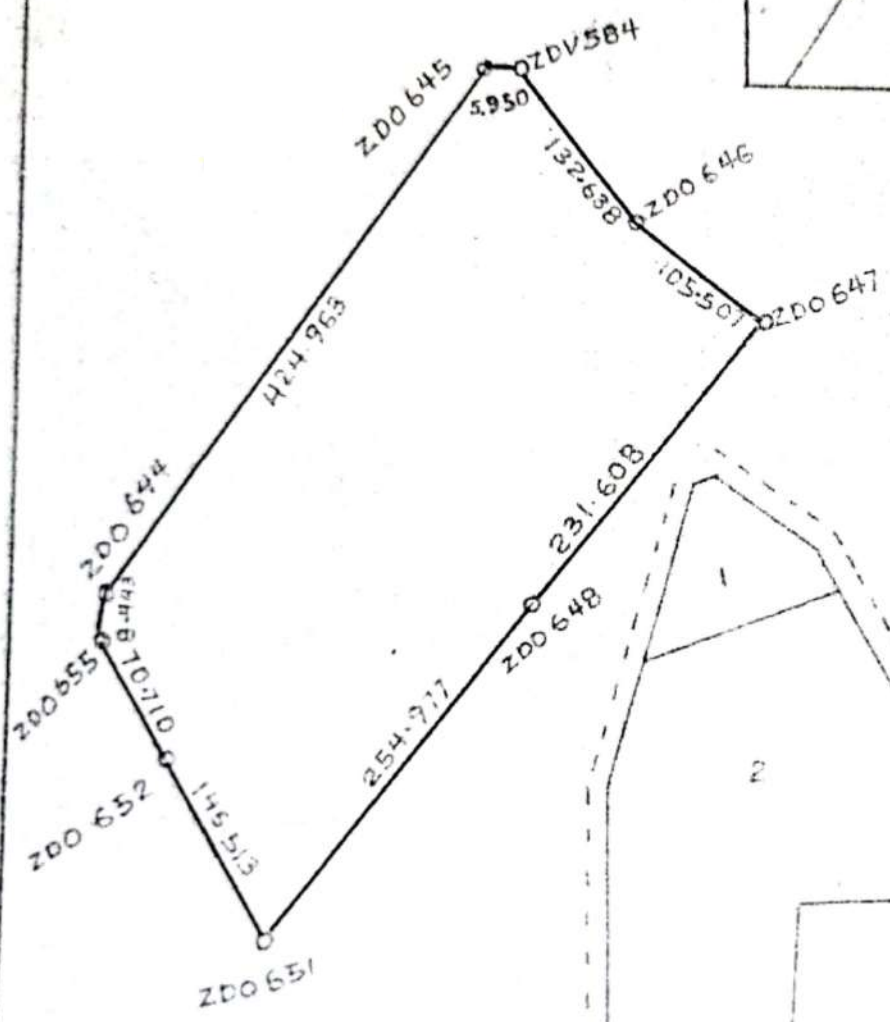
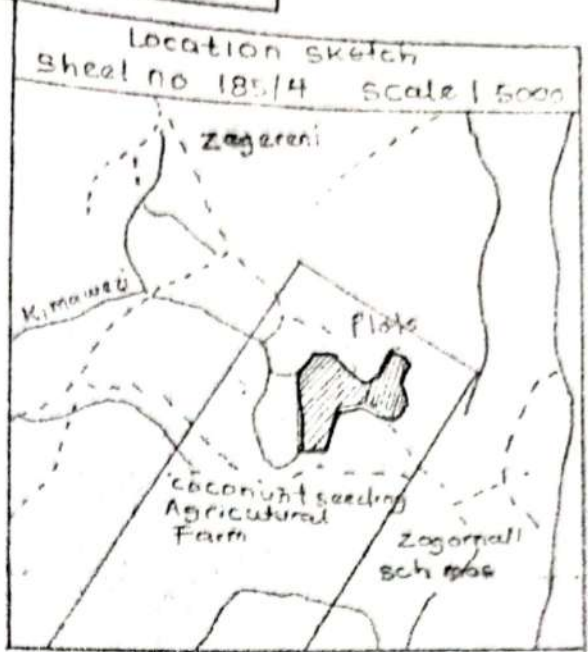
The 11<sup>th</sup> day of October, Two thousand and twelve.

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 (99) 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 two million two hundred forty three thousand two hundred fifty (2,243,250/=) 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

# KIBAHA TOWNSHIP

LOCATION	ZEGERENI
BLOCK	A
PLOT No.	3
L.O. No.	456641
AREA	9.97 Ha



67450

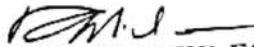
*Signature* 06/07/2012

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

SCHEDULE

ALL that Land known as Plot No. 3 Block 'A' situated at Zegereni in Kibaha Township containing nine decimal point nine seven (9.97) Hectares shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 67450 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 )  
and DELIVERED in the presence of us )  
this 5th day of OCTOBER 2012. )

Signature:  )

Postal Address: 9878 )

DRC - ES - SALAMA )

Qualification: AGRICULTURE INSPECTOR )

Signature:  )

Postal Address: 9878 )

DRC - ES - SALAMA )