

21 TFN -833



TANZANIA INVESTMENT CENTRE

LEASEHOLD AGREEMENT

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

The Land shall be used for **General Industry Only Purposes Only**; Use Group 'O' Use Class (a) and (b) 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, 2021, thereafter continue to pay Tshs 6,411,600/= (Tanzania Shillings Six Million Four Hundred Eleven Thousand Six Hundred) 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 project for construction of industrial park and warehouse **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 Town 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 a good quality fencing, car parking spaces shall be provide 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 **SINOMA EAST AFRICA CO. LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Plot No. 15 Block "D" situated at Visiga in Kibaha Township, measuring sixteen decimal point four four (16.44) Hectares, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 115556 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 26th]
day of July 2021]

Signature.....
Postal Address... P.O. Box 938 D.H.
Qualification... SENIOR LEGAL OFFICER

Signature.....
Postal Address... P.O. Box 938 D.H.
Qualification... EXECUTIVE DIRECTOR



SEALED with the COMMON SEAL of the said]
SINOMA EAST AFRICA CO. LIMITED and]
DELIVERED in the presence of us this 14th day]
of June 2021]

Signature... Lu xiao qiang
Postal Address... P.O. Box 23205 DARES SALAAM, ILALA INDUSTRIAL AREA, BUGURUWI
Qualification... Deputy General Manager

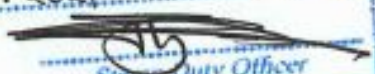
Signature... Liu Bo
Postal Address... P.O. Box 23205 DARES SALAAM, ILALA INDUSTRIAL AREA, BUGURUWI
Qualification... Commercial Manager

FILED DOCUMENT No. 213481
REGISTERED ON 08.09.2021
AT 01.41 PM




Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 1,000/= Paid
On Original Receipt Shs: 921251067555009
of: 08.09.2021



Stamp Duty Officer


TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 500/= Paid
Receipt No: 921251067555009
of: 08.09.2021



Stamp Duty Officer

Land Form No. 22

TITLE No: PWN 7185
REGISTERED ON: 18-8-2021
AT: 01:30 P M



Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 80,485/- Paid
921137047478089
On Original Receipt Shs:
of: 17-05-2021

Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 100/- Paid
Receipt No: 921137047478089
of: 17-05-2021

Stamp Duty Officer

Title No. PWN 7185
L. O. No. 1071306.
LD/PW/2948.

The 16th day of August Two thousand and Twenty One.

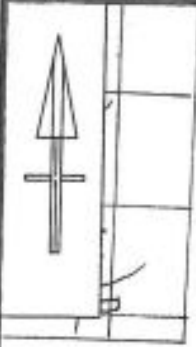
THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTER established under Act No. 26 of 1997 of P.O. Box 938, DAR ES SALAAM (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **Ninety nine** years from the first day of **April, Two thousand and Twenty One** 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 **six million four hundred eleven thousand six hundred (Tshs. 6,411,600/=)** 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.

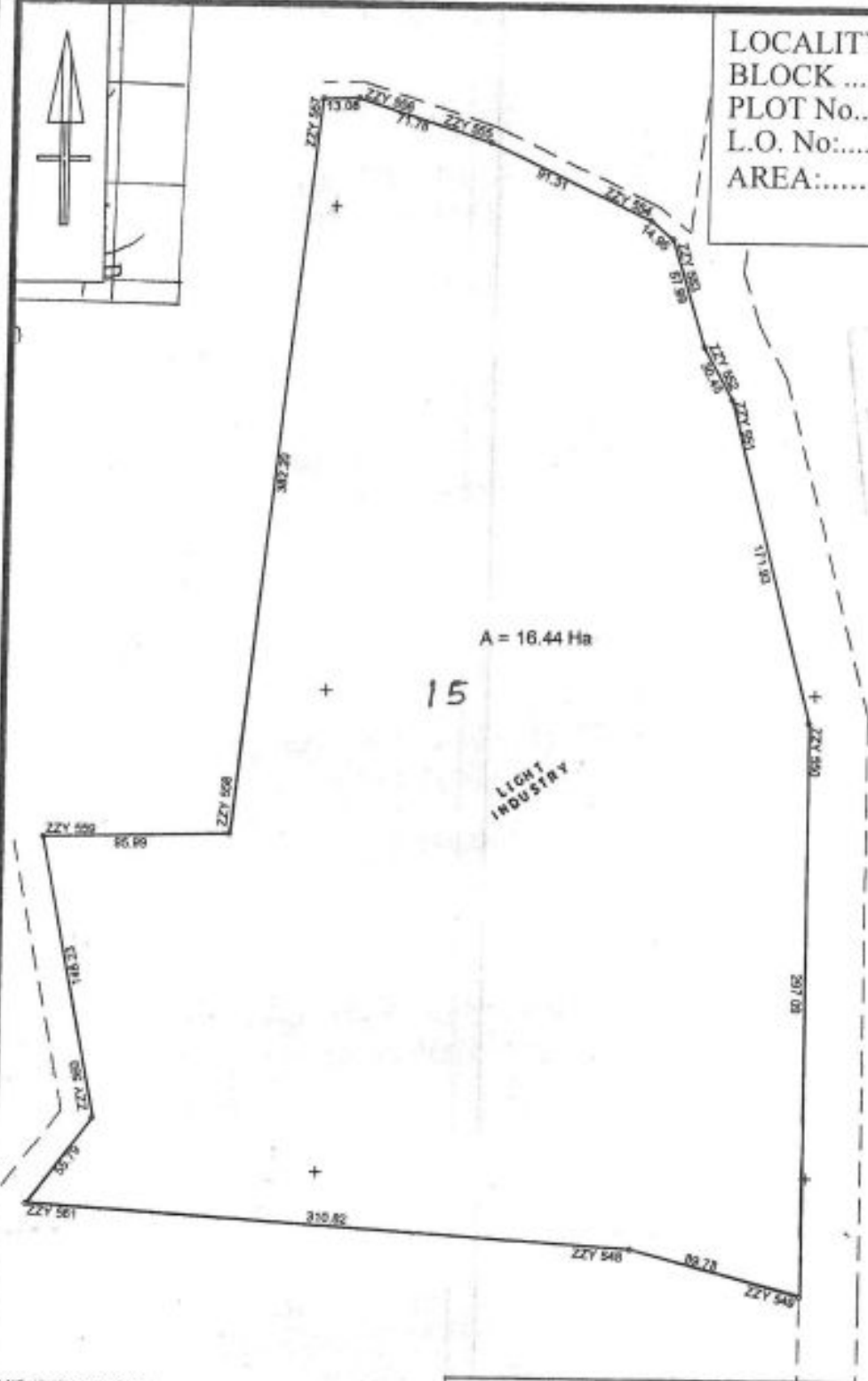
- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
 - (iii) Building shall be in permanent materials.
 - (iv) Building plans to be submitted to the **Kibaha Town 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. 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 provide as required by the Authority. Loading 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 classes (a) **and** (b) as defined in the Urban Planning (Use groups and Use Classes), Regulations **2018**.
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.

KIBAHA TOWNSHIP

LOCALITY... VISIGA.....
 BLOCK D.....
 PLOT No..... 15.....
 L.O. No: **1071306**.....
 AREA:..... 16.44 Ha.....



SURVEY APPROVED
N. Ntoto
 REGIONAL LAND SURVEYOR
 DODOMA REGION
 28/08/2020



A = 16.44 Ha
15
 LIGHT INDUSTRY

G NO 10/KBH/67904/2020
 478000
 SCALE
 AMENDMENT
 The issue of this plan implies no guarantee or admission of title by the government

This plan is prepared in accordance with Registered Plan No..... 115556.....
 It is approved for purpose of the Land Registration Act 334
 Director of Surveys and Mapping..... *N. Ntoto*..... Date **23/06/2021**
 Ministry of Lands, Housing and Human Settlements Development, Dodoma

SCHEDULE

ALL that Land known as Plot No. 15 Block 'D' situated at Visiga in Kibaha Township containing sixteen decimal point four four (16.44) Hactor shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 115556 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... 23RD day of... JUNE... 2021.

Name MADUMU -I KAZI

Signature 

Postal Address P.O. Box 938 DSA

Qualification EXECUTIVE DIRECTOR

Name ALEXANDER MUTANI

Signature 

Postal Address P.O. Box 938 DSA



LAND REGISTRY DAR - ES - SALAAM

LEASEHOLD

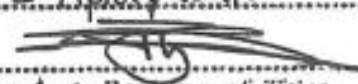
Registered Document No. 213481

Date of Registration 08:09:2021 Time 01:41 PM

To: SINOMA EAST AFRICA CO. LIMITED OF

P.O. BOX 23025, DAR ES SALAAM; for a term of

99 years on the 1st April, 2021.


Senior Asst. Registrar of Titles

TITLE No: PWN 7185
REGISTERED ON: 18.8.2021
AT: 01:30 P.M.
Senior Assi. Registrar of Titles

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs. 80,485/- Paid
On Original Receipt Shs. 921137047478089
of: 17.05.2021
Stamp Duty Officer

Land Form No. 22

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No... PWN 7185
L. O. No. 1071306.
LD/PW/2948.

The 16th day of August Two thousand and Twenty One.

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 - (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 provide as required by the Authority. Loading unloading facilities shall be provided within the boundaries of the land.
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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 or public interest.

KIBAHA TOWNSHIP



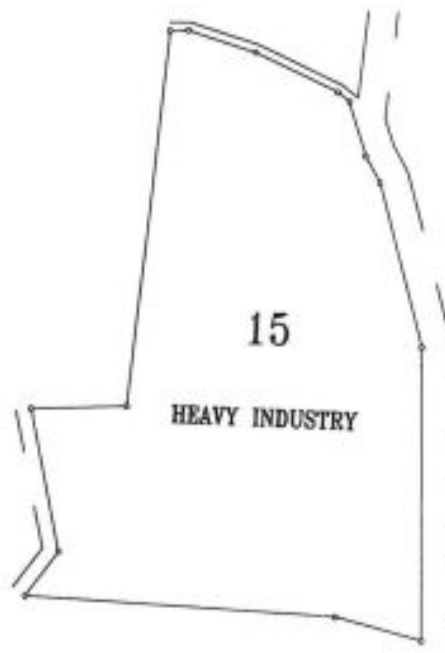
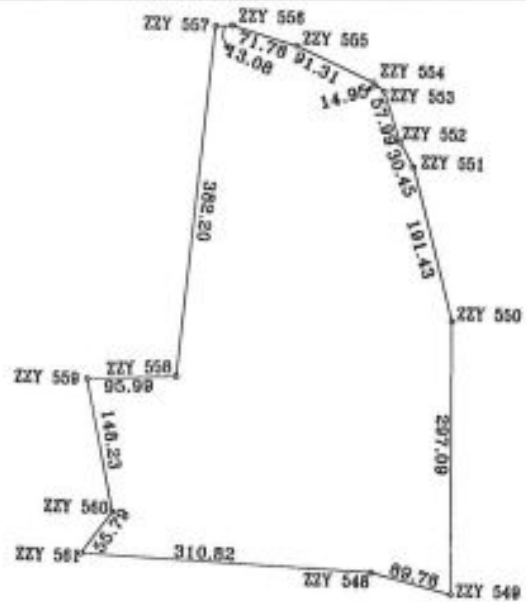
LOCATION... VISIGA

BLOCK... D

PLOT No...15

L.O No.. 1071306

AREA...16.44Ha



This plan prepared in accordance with registered plan no. 115556

is approved for the purposes of the Land Act 334

Director of Surveys and Mapping *[Signature]* Date *04/04/2023*

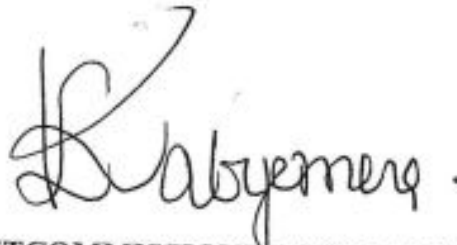
Ministry of Lands, Housing and Human Settlements Development,
Dodoma.

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

SCHEDULE

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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 23rd day of JUNE, 2021.

Name MADUMU T. KAZI

Signature 

Postal Address P.O. Box 938 DSH

Qualification EXECUTIVE DIRECTOR

Name ALEXANDER MUTANI

Signature 

Postal Address P.O. Box 938 DSH

Qualification SENIOR LEGAL OFFICER



LAND REGISTRY DAR - ES - SALAAM
LEASEHOLD


Filed Document No. 213481

Date of Registration 08-09-2021 time 01:41 PM

To: SINOMA EAST AFRICA CO. LIMITED OF

P.O. BOX 23025, D'SALAAM; for a term of

98 years on the 1st April, 2021.


for Ass. Registrar of Titles

HANDLING OVER NOTE-DISPATCH MEMO

Plot No.15
Block 'D' Visiga
In Kibaha Township
CT No. 7185 PWN

I, Mr. LIU BO of P.O. Box 23205 Dar es Salaam TEL +255 622699666 introduced by SINOMA EAST AFRICA CO. LTD with the introduction letter dated 4TH October 2021 and Resident Permit Card No. RPHB01292121A00 Dar es Salaam do hereby accept that I have collected Derivative Right, Title No. 7185/1 PWN, Certificate of Title to Right of Occupancy (LEASE HOLD TITLE) and Application for Lease Hold Title for the above mentioned plots on behalf of SINOMA EAST AFRICA CO. LTD from TANZANIA INVESTMENT CENTRE for the sole purpose to delivering it to the Directors of SINOMA EAST AFRICA CO. LTD for safe keeping.

Received by; Liu Bo
Signature; 刘博
Dispatched by; Mwanamkuu Hashim
Signature; M. b
Date: 04/10/2021

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

C.T. No: 7185 PWN
L.O. No: 1071306
LD/PW/2948

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and SINOMA EAST AFRICA CO. LTD of P.O Box 23025 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 15 Block "D" situated at Visiga 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... 26TH]
day of July 2021]

Name: MADUMU - I. ICARI
Signature: [Signature]
Postal Address: P.O. Box 938 DSM
Qualification: EXECUTIVE DIRECTOR

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



SEALED with the COMMON SEAL of the said]
SINOMA EAST AFRICA CO. LIMITED and]
DELIVERED in the presence of us this... 24th]
day of June 2021]



Name: Lu xiao g'ang

Signature: [Signature]

Postal Address: P.O. Box 23205... DAR. ES. SALAAM . ILALA INDUSTRIAL AREA, BUGURU


Qualification: Deputy... General... Manager

Name: Liu. B.

Signature: [Signature]

Postal Address: ... P.O. Box 23205... DAR. ES. SALAAM ILALA INDUSTRIAL AREA, BUGURU

Qualification: Commercial... Manager

FILED DOCUMENT No. 213480
REGISTERED ON 08.09.2021
AT 01.41 PM

[Signature]
Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
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Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
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Stamp Duty Officer