



**TANZANIA INVESTMENT CENTRE**

**LEASEHOLD AGREEMENT**

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

Date of issue:

Land Description:

*102*

**TANZANIA INVESTMENT CENTRE**

**THE LAND ACT**

(No. 4 of 1999)

**DERIVATIVE RIGHT**

(Under Section 20)

**C.T. No: 179974**

**L.O. No: 907493**

**LD. No: 360521**

Made and entered into this.....day of .....2019

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

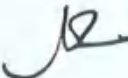
AND

**HEROCEAN ENTERPRISES (T) LTD**

of P.O Box 23198 DAR ES SALAAM and having certificate of incentives No. 041849-1 (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. **179974** in respect of land within Plot No. 7 Block "H" situated at **Kisenvule** in **Mkuranga District**, 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 **December, Two Thousand and Eighteen** and expiring on the **Thirty** day of **September, Two Thousand One Hundred and Sixteen** 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 **Light Industry** Only Purposes 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 67,000/= (Tanzania Shillings Sixty Seven Thousand) 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 a project of Manufacturing Steel Roofing Products **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 **Mkuranga District 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.

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 **HEROCEAN ENTERPRISES (T) LTD** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

### SCHEDULE

ALL that Land known as Plot No. 7 Block "H" situated at **Kisemvule** in **Mkuranga District**, measuring **Two Thousands Six Hundred Eighty (2,680) square metres**, shown for identification only edged **black** on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **94945** deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the **COMMON SEAL** of the said)  
**HEROCEAN ENTERPRISES (T) LTD** and)  
DELIVERED in the presence of us this 29<sup>th</sup> day)  
of January 2019)

Signature [Signature]  
Postal Address P.O. BOX 23198  
Qualification DIRECTOR

Signature CHANG LIANG SUN  
Postal Address P.O. BOX 23198  
Qualification MANAGER

SEALED with the **COMMON SEAL** of the said)  
**TANZANIA INVESTMENT CENTRE** and)  
DELIVERED in the presence of us this 30<sup>th</sup> day of JANUARY 2019)

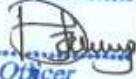
Signature [Signature]  
Postal Address P.O. BOX 938 DSM  
Qualification EXECUTIVE DIRECTOR

Signature [Signature]  
Postal Address P.O. BOX 938 DSM  
Qualification SENIOR LEGAL OFFICER



FILED DOCUMENT No: 201755  
REGISTERED ON: 15-02-19  
AT: 01:00 PM  
  
Senior Ass. Registrar of Titles  


TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 500/= Paid  
Receipt No: 99012555427  
of: 15.02.2019  
  
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 1500/= Paid  
Receipt No: 99012555427  
of: 15.02.2019  
  
Stamp Duty Officer

**TANZANIA**  
**LAND REGISTRY**  
**APPLICATION FOR OFFICIAL SEARCH-**

To: The Registrar of Titles

Title No.179974

WE: HEROCEAN ENTERPRISES (T) LTD

Hereby request to you to search the register in respect of the above and to advise us of the subsisting entries.

Shs.40,000/= Search fee is enclosed

**From: HEROCEAN ENTERPRISES (T) LTD**  
**P.O. BOX 23198,**  
**DAR ES SALAAM**

Date; 18.3.2019

**For Official use**

E.R.V. NO 99014120438 OF 18.3.2019

**Issued Shs.40,000/=**

**Search No:**  
OFFICIAL SEARCH

**Title No. 179974**

**The following is a summary of the subsisting entries on property:-**

**District:** MKURANGA

**Place:** KISEMVULE AREA .

**Description:** L.O. NO. 907493 PLOT NO. 7 BLOCK 'H

**Area:** 2680 SQM

**Tenure:** RIGHT OF OCCUPANCY

**Term** 99 YEARS FROM 1<sup>ST</sup> JULY , 2018.

**Rent :** TSHS. 67000/= PER ANNUM (SUBJECT TO REVISION)

**Reservation:** CONDITIONS AS CONTAINED IN THE CERTIFICATE OF OCCUPANCY

**OWNER :** TANZANIA INVESTMENT CENTRE OF P.O. BOX 938, DAR ES SALAAM.

**Encumbrance:** LEASE BY HEROCEAN ENTERPRISES (T) LTD OF BOX 23198 FOR TERM OF 98YEARS FROM 1-12-2018 FD 201755 DATED 15.02.2019 .  
(LEASEHOLD NO 179974/1 ISSUED )

**NOTE;** The records shown on the Official Search does not guarantee as to the genuineness of the Certificate of Title, if you intend to do any transaction you are advised to submit the Certificate of Title before the office of the Registrar of Titles for authenticity.

Date  MARCH ,2019

  
**JULIANA MGONYANI**  
**ASST.REGISTRAR OF TITLES.**

TITLE No. 179974  
REGISTERED 22 / 11 / 2018  
AT 10:30 AM  
TANGANYIKA  
Asst. Registrar of Titles

Land Form No. 22  
TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs. 3,690/= Paid  
On Original Receipt Shs: 99005935341  
of: 19 / 09 / 2018  
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No: 179974  
L.O. No. 907493.  
L.D. No. 360521.

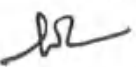
The 21<sup>st</sup> day of November Two thousand and Eighteen.

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 **July, Two thousand and Eighteen** 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, 2019 shall thereafter pay rent of shillings **sixty seven thousand (67,000/=)** 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

*Handwritten signature*

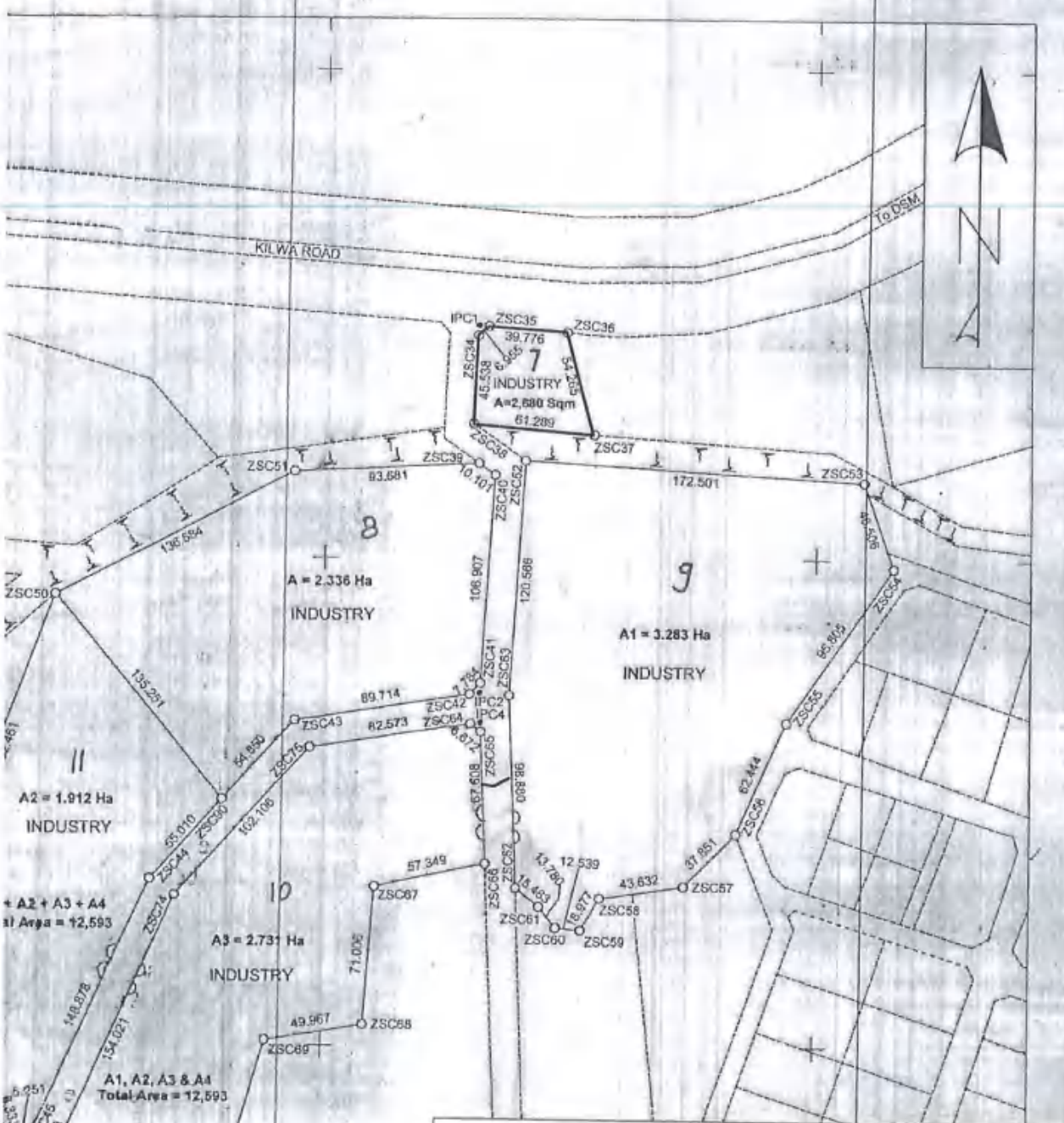
- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
  - (iii) Building shall be in permanent materials.
  - (iv) Building plans to be submitted to the **Mkuranga District 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 a 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 **Light Industrial** purposes only, Use Group '**O**' Uses 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.



# MKURANGA DISTRICTY

LOCALITY ..... KISEMVULE .....  
 BLOCK ..... H .....  
 PLOT No..... 7 .....  
 L.O. No:..... 907493 .....  
 AREA:..... 2680 SQM .....

12 ..... BLOCK 'H' ..... KIS  
 TRICT COAST REGION



This plan is prepared in accordance with Registered Plan No..... 94945 .....

It is approved for purpose of the Land Registration Act 334

Director of Surveys and Mapping..... *[Signature]* ..... Date 09.10.2018

Ministry of Land, Housing and Human Settlements Development, Dar es Salaam

Issue of this plan implies no guarantee or assurance of title by the government

*[Handwritten mark]*

SCHEDULE

ALL that Land known as Plot No. 7 Block 'H' situated at Kisemvule in Mkuranga Urban Area containing two thousand six hundred eighty (2680) square metre shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 94945 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.

*[Signature]*  
AB - 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 )  
DELIVERED in the presence of us )  
this..... 7<sup>th</sup>..... day of ... NOVEMBER, 2018. )

Signature..... *[Signature]* )

Postal Address: P.O. Box 988 )  
DAR - ES - SALAAM )

Qualification: EXECUTIVE DIRECTOR )

Signature..... *[Signature]* )

Postal Address: P.O. Box 988 )  
DAR - ES - SALAAM )

Qualification: SENIOR LEGAL OFFICER )



LAND REGISTRY DAR - ES - SALAAM  
LEASEHOLD AGREEMENT

Filed Document No. 201755

Date of Registration 15.2.2019 01.00 P.

To HEROCHEAN ENTERPRISES (S) LTD

P.O. BOX 23198 DJM. FOR A TERM OF

98 YRS FROM 1<sup>ST</sup> DECEMBER 2018

LEASEHOLD TITLE NO  
174974/1 ISSUED



Secy Ass. Registrar of Titles

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

C.T. No: 179974

L.O. No: 907493

LD. No: 360521

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and **HEROCEAN ENTERPRISES (T) LTD** of P.O Box 23198 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 7 Block "H" situated at **Kisenvule** in **Mkuranga District** 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)  
**HEROCEAN ENTERPRISES (T) LTD** and)  
**DELIVERED** in the presence of us this.....<sup>24th</sup>.....)  
day of .....<sup>January</sup>.....2019)

Name: .....<sup>SEAHUA SONG</sup>.....  
Signature: .....<sup>[Handwritten Signature]</sup>.....  
Postal Address: .....<sup>P.O. BOX 23198</sup>.....  
Qualification: .....<sup>DIRECTOR</sup>.....

Name: .....<sup>CHANG LIANG SUN</sup>.....  
Signature: .....<sup>[Handwritten Signature]</sup>.....  
Postal Address: .....<sup>P.O. BOX 23198</sup>.....  
Qualification: .....<sup>MANAGER</sup>.....

LR

SEALED with the COMMON SEAL of the said)  
TANZANIA INVESTMENT CENTRE and )  
DELIVERED in the presence of us this... 30<sup>th</sup> )  
day of ..... JANUARY .....2019)

Name: GEOFFREY .I. NLUAMBE .  
Signature: [Handwritten Signature]  
Postal Address: P.O BOX 989 DSM  
Qualification: EXECUTIVE DIRECTOR

Name: ALEXANDER NUTANI  
Signature: [Handwritten Signature]  
Postal Address: P.O BOX 988 DSM  
Qualification: SENIOR LEGAL OFFICER



FILED DOCUMENT No: 201754  
REGISTERED ON: 15.02.19  
AT: 01:00 PM  
  
[Handwritten Signature]  
Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 1500 / = Paid  
Receipt No: 99012555427  
of: 15.02.19  
[Handwritten Signature]  
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 500 / = Paid  
Receipt No: 99012555427  
of: 15.02.19  
[Handwritten Signature]  
Stamp Duty Officer



**TANZANIA INVESTMENT CENTRE**

**LEASEHOLD AGREEMENT**

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

Date of issue:

Land Description:

*JR*

**TANZANIA INVESTMENT CENTRE**

**THE LAND ACT**

(No. 4 of 1999)

**DERIVATIVE RIGHT**

(Under Section 20)

**C.T. No: 179973**

**L.O. No: 907474**

**LD. No: 360525**

Made and entered into this.....day of .....2019

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

**HEROCEAN ENTERPRISES (T) LTD**

of P.O Box 23198 DAR ES SALAAM and having certificate of incentives No. 041849-1 (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. 179973 in respect of land within Plot No. 10 Block "H" situated at **Kisemvule** in **Mkuranga District**, 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 **December, Two Thousand and Eighteen** and expiring on the **Thirty** day of **September, Two Thousand One Hundred and Sixteen** 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 **Light Industry** Only Purposes 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 **682,750/=** (Tanzania Shillings Six Hundred Eighty Two Thousand Seven Hundred Fifty) 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 a project of Manufacturing Steel Roofing Products **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 **Mkuranga District 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.

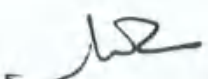
3. **NOT** make any disposition to the leased land without prior consent of the lessor. In case of transfer the lessee is required to have developed the land substantially, while regarding mortgage the Lessee should present to the lessor a project evaluation report showing that the level of development 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 HEROCEAN ENTERPRISES (T) LTD hereby accept the terms and conditions contained in the forgoing Lease Agreement.

### SCHEDULE

ALL that Land known as Plot No. 10 Block "H" situated at Kisemvule in Mkuranga District, measuring Two Decimal Point Seven Three One (2.731) Hector, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 94945 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said)  
HEROCEAN ENTERPRISES (T) LTD and)  
DELIVERED in the presence of us this 29 day)  
of January 2019)

Signature..... [Handwritten Signature]  
Postal Address..... P.O. BOX 23198  
Qualification..... DIRECTOR

Signature..... [Handwritten Signature]  
Postal Address..... P.O. BOX 23198  
Qualification..... MANAGER

SEALED with the COMMON SEAL of the said)  
TANZANIA INVESTMENT CENTRE and )  
DELIVERED in the presence of us this 30<sup>th</sup> )  
day of JANUARY 2019)

Signature..... [Handwritten Signature]  
Postal Address..... P.O. BOX 938 DSH  
Qualification..... EXECUTIVE DIRECTOR

Signature..... [Handwritten Signature]  
Postal Address..... P.O. BOX 938 DSH  
Qualification..... SENIOR LEGAL OFFICER



REGISTRATION DOCUMENT NO: 201712  
REGISTERED ON: 15/2/2019  
1:00 PM  
  
Signature: 

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 1000/= Paid  
Receipt No: 99012555135  
of: 13-2-2019  
Signature:   
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 500/= Paid  
Receipt No: 99012555135  
of: 13-2-2019  
Signature:   
Stamp Duty Officer

- (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.
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  - (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 a 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 **Light Industrial** purposes only, Use Group '**O**' Uses class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.
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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.



TITLE No. 179973  
REGISTERED 22/11/2018  
AT 10:30 AM  
Asst. Registrar of Titles



Land Form No. 22  
34,127/2  
No. of Receipt No. 99005936402  
19/09/2018

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No: 179973

L.O. No. 907474.

L.D. No. 360525.

The

21<sup>st</sup>

day of

November

Two thousand and Eighteen.

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 **July, Two thousand and Eighteen** 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, 2019 shall thereafter pay rent of shillings **six hundred eighty two thousand seven hundred fifty (682,750/=)** 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

JR

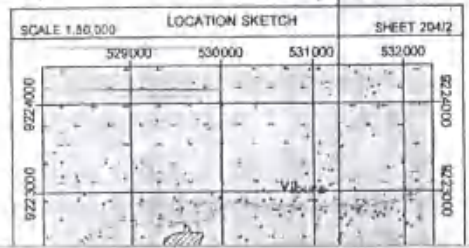
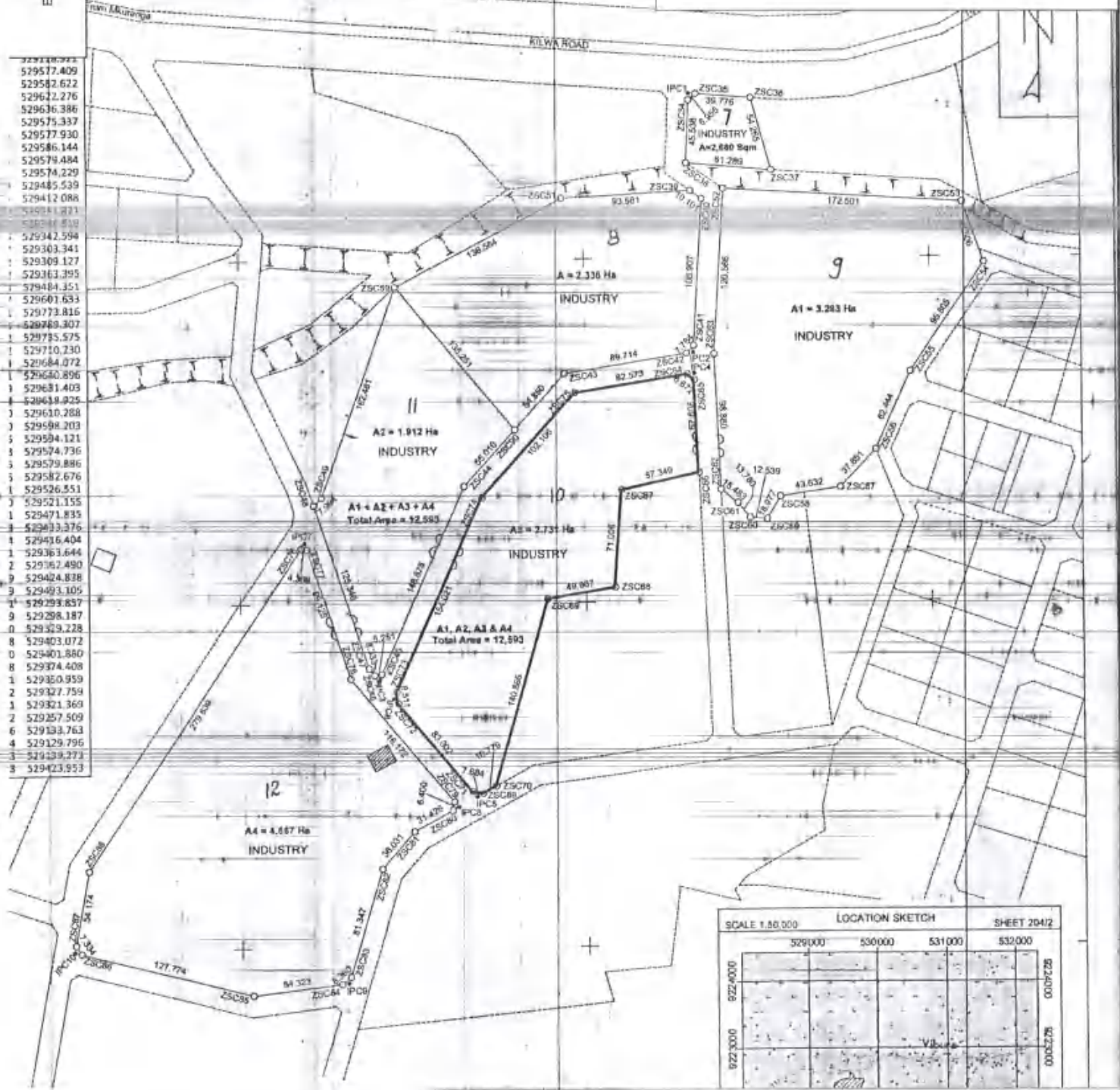
# MKURANGA DISTRICTY

## MKURANGA DISTRICT COAST F

LOCALITY..... KISEMVULE.....  
 BLOCK ..... H.....  
 PLOT No..... 10.....  
 L.O. No:..... 907474.....  
 AREA:..... 2.731 Ha.....



- 529517.409
- 529582.622
- 529622.276
- 529636.386
- 529575.337
- 529577.930
- 529586.144
- 529579.484
- 529574.229
- 529485.539
- 529412.088
- 529341.271
- 529344.519
- 529342.594
- 529303.341
- 529309.127
- 529363.395
- 529484.351
- 529601.633
- 529773.816
- 529769.307
- 529735.575
- 529710.230
- 529684.072
- 529680.896
- 529631.403
- 529639.925
- 529610.288
- 529598.203
- 529594.121
- 529574.736
- 529579.886
- 529582.676
- 529526.551
- 529521.155
- 529471.835
- 529433.376
- 529416.404
- 529363.644
- 529362.490
- 529242.838
- 529493.105
- 529293.837
- 529298.187
- 529329.228
- 529403.072
- 529401.880
- 529374.408
- 529360.959
- 529327.759
- 529321.369
- 529257.509
- 529133.763
- 529129.796
- 529139.271
- 529423.953



This plan is prepared in accordance with Registered Plan No..... **94945**.....  
 It is approved for purpose of the Land Registration Act 334  
 Director of Surveys and Mapping..... *EAT*..... Date **09.10.2018**.....

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

Ministry of Land, Housing and Human Settlements Development, Dar es Salaam

*Handwritten signature*

SCHEDULE

ALL that Land known as Plot No. 10 Block 'H' situated at Kisemvule in Mkuranga Urban Area containing two decimal point seven three one (2.731) Hectore shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 94945 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.

*W. M. M. M.*  
AS 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 )  
DELIVERED in the presence of us )  
this: *7<sup>th</sup>* day of ... *NOVEMBER*, 2018. )

Signature: *W. M. M. M.* )

Postal Address: *P.O. Box 938* )

*DAR - ES - SALAM* )

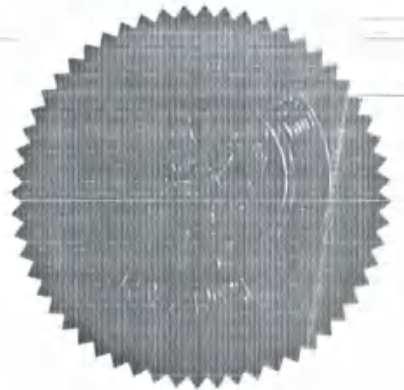
Qualification: *EXECUTIVE DIRECTOR* )

Signature: *[Signature]* )

Postal Address: *P.O. Box 938* )

*DAR - ES - SALAM* )

Qualification: *JUNIOR LEGAL OFFICER* )



LAND REGISTRY DAR - ES - SALAAM  
LEASE

2017/12

Filed Document No.

Date of Registration 15/2/2019 1:00PM

To HEROCHEAN ENTERPRISES (T)

LTD OF P.O BOX 28198, DALSALAAM

FOR A TERM OF 98 YRS FROM 1st

12-2018  
CT. 119973/1  
issued

Senior Assst. Registrar of Titles

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

C.T. No: 179973

L.O. No: 907474

LD. No: 360525

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and **HEROCEAN ENTERPRISES (T) LTD** of P.O Box 23198 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 10 Block "H" situated at **Kisemvule** in **Mkuranga District** 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)  
**HEROCEAN ENTERPRISES (T) LTD** and)  
DELIVERED in the presence of us this...<sup>29</sup>.....)  
day of .....<sup>January</sup>.....2019)

Name: .....<sup>SENHUA SONG</sup>.....  
Signature: .....<sup>[Signature]</sup>.....  
Postal Address: .....<sup>P.O. BOX 23198</sup>.....  
Qualification: .....<sup>DIRECTOR</sup>.....

Name: .....<sup>CHANG LIANG SUN</sup>.....  
Signature: .....<sup>[Signature]</sup>.....  
Postal Address: .....<sup>P.O. BOX 23198</sup>.....  
Qualification: .....<sup>MANAGER</sup>.....

SEALED with the COMMON SEAL of the said)  
TANZANIA INVESTMENT CENTRE and )  
DELIVERED in the presence of us this... 30TH )  
day of ..... JANUARY .....2019)



Name: GEORGETY I. NWAAMBE  
Signature: *[Handwritten Signature]*  
Postal Address: P.O. Box 938 DSM  
Qualification: EXECUTIVE DIRECTOR

Name: ALEXANDER LUNYANI  
Signature: *[Handwritten Signature]*  
Postal Address: P.O. Box 938 DSM  
Qualification: SENIOR DEPT. OFFICER

FILED DOCUMENT No: 201711  
REGISTERED ON: 15/2/2019  
AT: 01:00PM  
  
*[Handwritten Signature]*  
Senior Ass. Registrar of T.I.C.

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 1000/= Paid  
Receipt No: 99012555135  
of: 13.02.2019  
*[Handwritten Signature]*  
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 500/= Paid  
Receipt No: 99012555135  
of: 13.02.2019  
*[Handwritten Signature]*  
Stamp Duty Officer



**TANZANIA INVESTMENT CENTRE**

**LEASEHOLD AGREEMENT**

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

Date of Issue:

Land Description:

*JE*

**TANZANIA INVESTMENT CENTRE**

**THE LAND ACT**

(No. 4 of 1999)

**DERIVATIVE RIGHT**

(Under Section 20)

**C.T. No: 180370**

**L.O. No: 907473**

**LD. No: 360524**

Made and entered into this.....day of .....2019

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

**HEROCEAN ENTERPRISES (T) LTD**

of P.O Box 23198 DAR ES SALAAM and having certificate of incentives No. 041849-1 (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. **180370** in respect of land within Plot No. **9** Block "**H**" situated at **Kisenvule** in **Mkuranga District**, 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 **December, Two Thousand and Eighteen** and expiring on the **Thirty** day of **September, Two Thousand One Hundred and Sixteen** 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 **Light Industry** Only Purposes 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 820,750/= (Tanzania Eight Hundred Twenty Thousand Seven Hundred Fifty) 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 a project of Manufacturing Steel Roofing Products **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 **Mkuranga District 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.



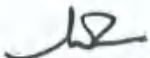
3. **NOT** make any disposition to the leased land without prior consent of the lessor. In case of transfer the lessee is required to have developed the land substantially, while regarding mortgage the Lessee should present to the lessor a project evaluation report showing that the level of development 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 HEROCEAN ENTERPRISES (T) LTD hereby accept the terms and conditions contained in the forgoing Lease Agreement.

### SCHEDULE

ALL that Land known as Plot No. 7 Block "H" situated at Kisemvule in Mkuranga District, measuring Two Decimal Point Two Eight Three(2.283) Hector, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 94945 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said)  
HEROCEAN ENTERPRISES (T) LTD and)  
DELIVERED in the presence of us this...<sup>29th</sup>...day)  
of.....<sup>January</sup>.....2019)

Signature.....<sup>[Signature]</sup>.....  
Postal Address.....<sup>P.O. BOX 23198</sup>.....  
Qualification.....<sup>DIRECTOR</sup>.....

Signature.....<sup>[Signature]</sup>.....  
Postal Address.....<sup>P.O. BOX 23198</sup>.....  
Qualification.....<sup>MANAGER</sup>.....

SEALED with the COMMON SEAL of the said)  
TANZANIA INVESTMENT CENTRE and )  
DELIVERED in the presence of us this ...<sup>20th</sup>...  
day of .....<sup>JANUARY</sup>.....2019)

Signature.....<sup>[Signature]</sup>.....  
Postal Address.....<sup>P.O. Box 938 DSI</sup>.....  
Qualification.....<sup>BREWERIE DIRECTOR</sup>.....

Signature.....<sup>[Signature]</sup>.....  
Postal Address.....<sup>P.O. Box 938 DSI</sup>.....  
Qualification.....<sup>SENIOR LEGAL OFFICER</sup>.....



FILED DOCUMENT No: 201714  
REGISTERED ON: shhars  
AT: 12:58 PM



Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 1000/= Paid  
Receipt No: 9901255537  
of: 13-2-2019



Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 500/= Paid  
Receipt No: 9901255537  
of: 13-02-2019



Stamp Duty Officer

TITLE No. 180370  
REGISTERED 22/11/18  
AT 10:30 AM  
LAW OFFICE  
TANGANYIKA  
Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT  
Stamp Duty Shs: 46,027/= Land Form No. 22  
On Original Receipt Shs: 99005935115  
of: 19/09/2018

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No: 180370  
L.O. No. 907473.  
L.D. No. 360524.

The 21<sup>st</sup> day of November Two thousand and Eighteen.

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 July, Two thousand and Eighteen 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, 2019 shall thereafter pay rent of shillings eight hundred twenty thousand seven hundred fifty (820,750/=) 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

*JE*

(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 **Mkuranga District 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 a 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 **Light Industrial** purposes only, Use Group '**O**' Uses 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.

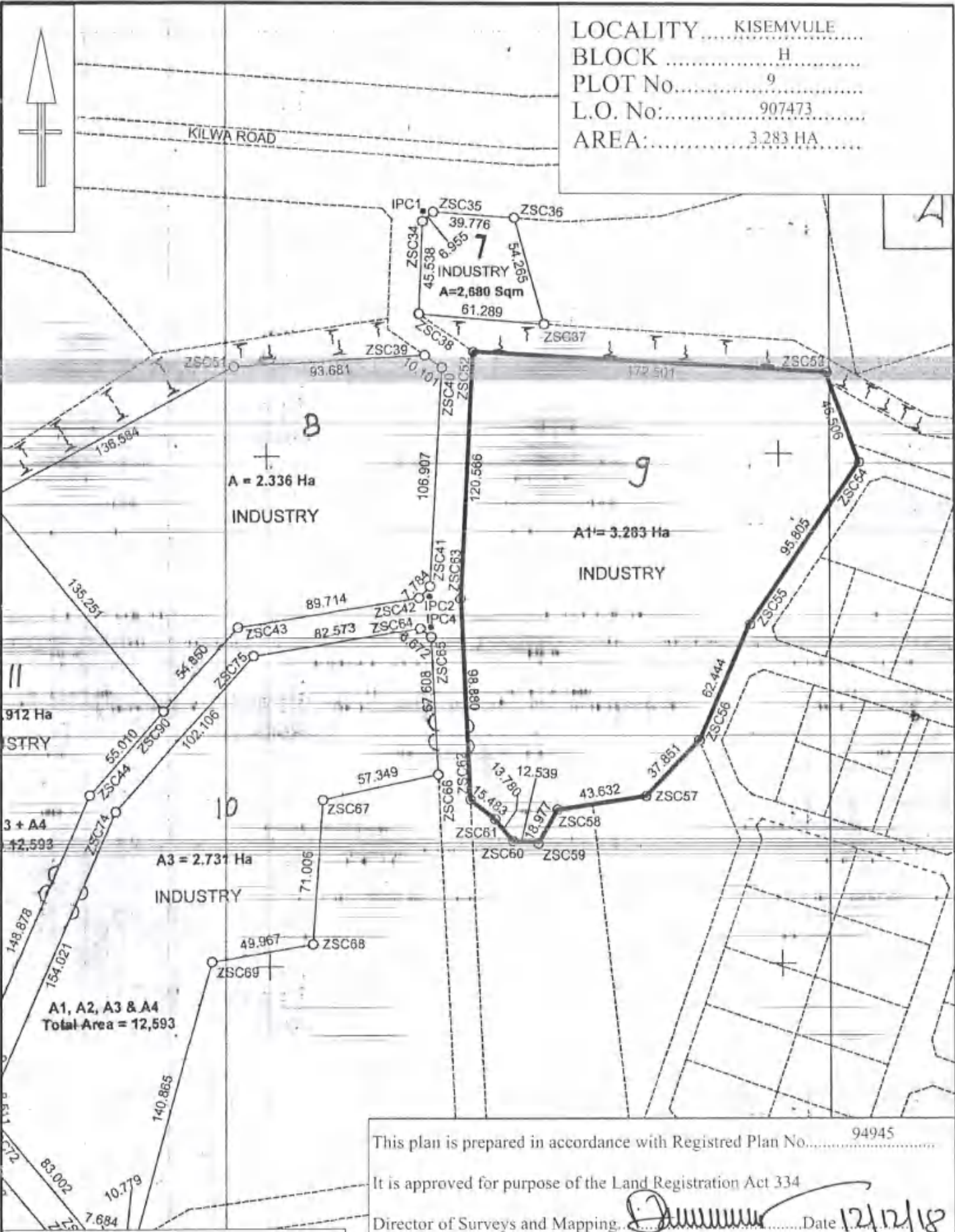
6. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with all premia, taxes and dues prescribed in connection with the disposition.

7. The President may revoke the right for good cause or in public interest.

*WR*

# MKURANGA DISTRICTY

LOCALITY..... KISEMVULE.....  
 BLOCK ..... H.....  
 PLOT No..... 9.....  
 L.O. No:..... 907473.....  
 AREA:..... 3.283 HA.....



This plan is prepared in accordance with Registered Plan No..... 94945.....

It is approved for purpose of the Land Registration Act 334

Director of Surveys and Mapping. *[Signature]*.....Date 12/12/18

Ministry of Land, Housing and Human Settlements Development, Dodoma

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

SCHEDULE

ALL that Land known as Plot No. 9 Block 'H' situated at Kisemvule in Mkuranga Urban Area containing two decimal point two eighty three (2.283) Hector shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 94945 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.

*[Signature]*  
AS 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 )  
DELIVERED in the presence of us )  
this 7<sup>th</sup> day of NOVEMBER, 2018. )

Signature..... *[Signature]* )

Postal Address: P.O. Box 938 )

DAR-ES-SALAAM )

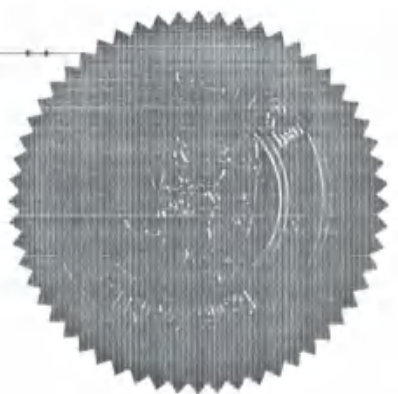
Qualification: EXECUTIVE DIRECTOR )

Signature..... *[Signature]* )

Postal Address: P.O. Box 938 )

DAR ES SALAAM )

Qualification: SENIOR LEGAL OFFICER )



LAND REGISTRY DAR - ES - SALAAM

LEASE

201714

Filed Decree of

5/2/2019 12:58PM

DATE OF APPLICATION

HERO LEAN ENTERPRISES (TI) LTD

of P.O BOX 231198, DUBAII, UAE

TERMS OF 98 YRS FROM 11-12-2018

LEASE HOLD  
18037011 issued



Secy Asst. Registrar of Titles

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

C.T. No: 180370

L.O. No: 907473

LD. No: 360524

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box **938** DAR ES SALAAM (Landlords) on the one part, and **HEROCEAN ENTERPRISES (T) LTD** of P.O Box 23198 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. **9** Block "H" situated at **Kisemvule** in **Mkuranga District** 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)  
**HEROCEAN ENTERPRISES (T) LTD** and)  
DELIVERED in the presence of us this.....<sup>29<sup>th</sup></sup>.....)  
day of .....<sup>January</sup>.....2019)

Name: .....<sup>SENHUA SONG</sup>.....  
Signature: .....<sup>[Signature]</sup>.....  
Postal Address: .....<sup>P.O. BOX 23198</sup>.....  
Qualification: .....<sup>DIRECTOR</sup>.....

Name: .....<sup>CHANGLIANG SUN</sup>.....  
Signature: .....<sup>[Signature]</sup>.....  
Postal Address: .....<sup>P.O. BOX 23198</sup>.....  
Qualification: .....<sup>MANAGER</sup>.....

*LR*

SEALED with the COMMON SEAL of the said)  
TANZANIA INVESTMENT CENTRE and )  
DELIVERED in the presence of us this.....<sup>30th</sup>)  
day of .....JANUARY.....2019)

Name: GEORGEY I. MWARUBI  
Signature: [Signature]  
Postal Address: P.O. Box 987 DSM  
Qualification: EXECUTIVE DIRECTOR

Name: ALEXANDER MNTANI  
Signature: [Signature]  
Postal Address: P.O. Box 988 DSM  
Qualification: SENIOR LEGAL OFFICER



FILED DOCUMENT No. 2017/13  
REGISTERED ON: 15/2/2019  
AT: 12:58 PM  
  
[Signature]  
Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 1000/= Paid  
Receipt No: 99011255587  
of: 13-2-2019  
[Signature]  
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 500/= Paid  
Receipt No: 99011255587  
of: 13-2-2019  
[Signature]



**TANZANIA INVESTMENT CENTRE**

**LEASEHOLD AGREEMENT**

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

Date of issue:

Land Description:

*102*

**TANZANIA INVESTMENT CENTRE**

**THE LAND ACT**

(No. 4 of 1999)

**DERIVATIVE RIGHT**

(Under Section 20)

**C.T. No: 179969**

**L.O. No: 907471**

**LD. No: 360526**

Made and entered into this.....day of .....2019

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

**HEROCEAN ENTERPRISES (T) LTD**

of P.O Box 23198 DAR ES SALAAM and having certificate of incentives No. 041849-1 (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. 179969 in respect of land within Plot No. 12 Block "H" situated at **Kisemvule** in **Mkuranga District**, 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 **December, Two Thousand and Eighteen** and expiring on the **Thirty** day of **September, Two Thousand One Hundred and Sixteen** 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 **Light Industry** Only Purposes 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 1,166,750/= (Tanzania Shillings One Million One Hundred Sixty Six Thousand Seven Hundred Fifty) 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 a project of Manufacturing Steel Roofing Products **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 **Mkuranga District 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.
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.

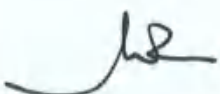
**PART B. THE LESSOR SHALL:**

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 **HEROCEAN ENTERPRISES (T) LTD** hereby accept the terms and conditions contained in the forgoing Lease Agreement.



SCHEDULE

ALL that Land known as Plot No. 12 Block "H" situated at Kisemvule in Mkuranga District, measuring Four Decimal Point Six Six Seven (4.667) Hector, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 94945 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said) HEROCEAN ENTERPRISES (T) LTD and) DELIVERED in the presence of us this 29 day) of January 2019)

Signature: [Handwritten Signature] Song Senma  
Postal Address: P.O. BOX 23198  
Qualification: DIRECTOR

Signature: [Handwritten Signature]  
Postal Address: P.O. BOX 23198  
Qualification: MANAGER

SEALED with the COMMON SEAL of the said) TANZANIA INVESTMENT CENTRE and) DELIVERED in the presence of us this 30th day) of JANUARY 2019)

Signature: [Handwritten Signature]  
Postal Address: P.O. Box 938 DSM  
Qualification: EXECUTIVE DIRECTOR

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



FILED DOCUMENT No: 201714  
REGISTERED ON: 15-2-19  
AT: 01:00



*[Signature]*  
Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs. 500/- Paid  
Receipt No. 99012555024  
of 13-02-2019

*[Signature]*  
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT  
Stamp Duty Shs. 1000/- Paid  
On Original Receipt Shs. 99012555024  
of 13-02-2019

*[Signature]*  
Stamp Duty Officer

**TANZANIA**  
**LAND REGISTRY**  
**APPLICATION FOR OFFICIAL SEARCH-**

To: The Registrar of Titles

Title No.179969

WE: HEROCEAN ENTERPRISES (T) LTD

Hereby request to you to search the register in respect of the above and to advise us of the subsisting entries.

Shs.40,000/= Search fee is enclosed

**From: HEROCEAN ENTERPRISES (T) LTD**  
**P.O. BOX 23198,**  
**DAR ES SALAAM**

Date; 18.3.2019

**For Official use**

E.R.V. NO 99014120631 OF 18.3.2019

**Issued Shs.40,000/=**

**Search No:**  
OFFICIAL SEARCH

**Title No. 179969**

The following is a summary of the subsisting entries on property:-

**District:** MKURANGA .

**Place:** KISEMVULE AREA .

**Description:** L.O. NO. 907471 PLOT NO. 12 BLOCK 'H

**Area:** 4.667 HA

**Tenure:** RIGHT OF OCCUPANCY

**Term** 99 YEARS FROM 1<sup>ST</sup> JULY , 2018.

**Rent :** TSHS. 1,166,750/= PER ANNUM (SUBJECT TO REVISION)

**Reservation:** CONDITIONS AS CONTAINED IN THE CERTIFICATE OF OCCUPANCY

**OWNER :** TANZANIA INVESTMENT CENTRE OF P.O. BOX 938, DAR ES SALAAM.

**Encumbrance:** LEASE BY HEROCEAN ENTERPRISES (T) LTD OF BOX 23198 FOR TERM OF 98YEARS FROM 1-12-2018 FD 201717 DATED 15.02.2019 .  
(LEASEHOLD NO 179969 ISSUED )

**NOTE;** The records shown on the Official Search does not guarantee as to the genuineness of the Certificate of Title, if you intend to do any transaction you are advised to submit the Certificate of Title before the office of the Registrar of Titles for authenticity.

Date *27* MARCH ,2019

  
Joanitha Kazinja  
ASST.REGISTRAR OF TITLES.

Land Form 23 A.

TANZANIA

THE LAND ACT 1999  
(NO. 4 OF 1999)

**CERTIFICATE OF OCCUPANCY**

*(Under Section 29)*

Date of Issue:


Title Number: 179969

Land Office Number: 907471

Land: PLOT NO. 12 BLOCK 'H' KISEMULE IN MURANGA DISTRICT

Term: NINETY NINE YEARS

TITLE No. 179969  
REGISTERED 22 / 11 / 2018  
AT 10:30 AM  
Asst. Registrar of Titles



Land Form No. 22

TANZANIA STAMP DUTY ACT  
Stamp Duty Paid 58,327/= 2018  
On Original Receipt 99005936174  
19 / 09 / 2018  
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

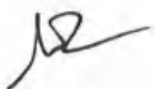
(Under Section 29)

Title No.: 179969  
L.O. No. 907471.  
L.D. No. 360526.

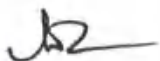
The 21<sup>st</sup> day of November Two thousand and Eighteen.

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 **July, Two thousand and Eighteen** 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, 2019 shall thereafter pay rent of shillings **one million one hundred sixty six thousand seven hundred fifty (1,166,750/=)** 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 **Mkuranga District 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 a 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 **Light Industrial** purposes only, Use Group '**O**' Uses 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.





SCHEDULE

ALL that Land known as Plot No. 12 Block 'H' situated at Kisemvule in Mkuranga Urban Area containing four decimal point six six seven (4.667) Hecter shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 94945 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.

*[Signature]*  
A3 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 )  
DELIVERED in the presence of us )  
this.....06..... day of November....., 2018.)

Signature \* *[Signature]* )

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

Qualification: EXECUTIVE DIRECTOR )

Signature *[Signature]* )

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

Qualification: SENIOR LEGAL OFFICER )



LAND REGISTRY DAR - ES - SALAAM

LEASE  
201714

Filed Document No.

15-2-19 01:00

Date of Registration Date Time

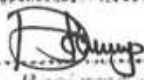
HEROCEAN ENTERPRISES

(I) LTD of PO Box 23 198 DSM

TERM 98 YRS FROM 1<sup>st</sup> 12-2018

LEASE HOLD

1799169 / Issued



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

C.T. No: 179969

L.O. No: 907471

LD. No: 360526

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and **HEROCEAN ENTERPRISES (T) LTD** of P.O Box 23198 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 12 Block "H" situated at **Kisemvule** in **Mkuranga District** 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)  
**HEROCEAN ENTERPRISES (T) LTD** and)  
DELIVERED in the presence of us this...<sup>29</sup>.....)  
day of .....<sup>January</sup>.....2019)

Name: SENHUA SONG  
Signature: [Signature]  
Postal Address: P.O. BOX 23198  
Qualification: DIRECTOR

Name: CHANG LIANG SUN  
Signature: [Signature]  
Postal Address: P.O. BOX 23198  
Qualification: MANAGER

SEALED with the COMMON SEAL of the said)  
TANZANIA INVESTMENT CENTRE and )  
DELIVERED in the presence of us this... 30<sup>th</sup> )  
day of ..... JANUARY ..... 2018)

Name: ..... GEOFFRE J. NLUANISE .....  
Signature: ..... *[Signature]* .....  
Postal Address: P.O. Box 938 DSM  
Qualification: EXECUTIVE DIRECTOR

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



FILED DOCUMENT No. 201715  
REGISTERED ON: 150219  
AT: 01:00  
*[Signature]*  
Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT  
Stamp Duty Shs. 1000/- Paid  
On Original Receipt Shs. 99012555624  
of 13-02-2019  
*[Signature]*  
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT  
Stamp Duty Shs. 500/- Paid  
Receipt No. 99012555624  
of 13-02-2019  
*[Signature]*  
Stamp Duty Officer



**TANZANIA INVESTMENT CENTRE**

**LEASEHOLD AGREEMENT**

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

Date of issue:

Land Description:

*LR*

**TANZANIA INVESTMENT CENTRE**

**THE LAND ACT**

(No. 4 of 1999)

**DERIVATIVE RIGHT**

(Under Section 20)

**C.T. No: 179971**

**L.O. No: 907475**

**LD. No: 360523**

Made and entered into this.....day of .....2019

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

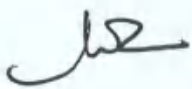
AND

**HEROCEAN ENTERPRISES (T) LTD**

of P.O Box 23198 DAR ES SALAAM and having certificate of incentives No. 041849-1 (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. 179971 in respect of land within Plot No. 11 Block 'H' situated at **Kisenvule** in **Mkuranga District**, 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 **December, Two Thousand and Eighteen** and expiring on the **Thirty** day of **September, Two Thousand One Hundred and Sixteen** 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 **Light Industry** Only Purposes 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 478,000/= (Tanzania Shillings Four Hundred Seventy Eight Thousand) 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 a project of Manufacturing Steel Roofing Products **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 Mkuranga District 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.



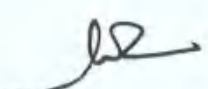
3. **NOT** make any disposition to the leased land without prior consent of the lessor. In case of transfer the lessee is required to have developed the land substantially, while regarding mortgage the Lessee should present to the lessor a project evaluation report showing that the level of development 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.
- 3.

**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 HEROCEAN ENTERPRISES (T) LTD hereby accept the terms and conditions contained in the forgoing Lease Agreement.

### SCHEDULE

ALL that Land known as Plot No. 11 Block "H" situated at Kisenvule in Mkurunga District , measuring One Decimal Point Nine One Two (1.912) Hector, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 94945 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said)  
..... and)  
DELIVERED in the presence of us this 29 day)  
of January 2019)

Signature..... *Seng Semua*  
Postal Address..... P.O. BOX 23198  
Qualification..... DIRECTOR

Signature..... *张长亮*  
Postal Address..... P.O. BOX 23198  
Qualification..... MANAGER

SEALED with the COMMON SEAL of the said)  
TANZANIA INVESTMENT CENTRE and )  
DELIVERED in the presence of us this 30th )  
day of JANUARY 2019)

Signature..... *[Signature]*  
Postal Address..... P.O. BOX 938 DSM  
Qualification..... EXECUTIVE DIRECTOR

Signature..... *[Signature]*  
Postal Address..... P.O. BOX 938 DSM  
Qualification..... SENIOR LEGAL OFFICER



FILED DOCUMENT No: 201717  
REGISTERED ON: 15-2-19  
AT: 01:00



*D. Dimp*  
Senior Assn. Registrar of 1993

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs. 500/= Paid  
Receipt No. 99012555275  
of 13-02-2019

*D. Dimp*  
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT  
Stamp Duty Shs. 1000/= Paid  
On Original Receipt Shs. 99012555275  
of 13-02-2019

*D. Dimp*  
Stamp Duty Officer

Land Form 23 A.

TANZANIA

THE LAND ACT 1999  
(NO. 4 OF 1999)

**CERTIFICATE OF OCCUPANCY**

*(Under Section 29)*

Date of Issue:

Title Number: 179971

Land Office Number: 907475

Land: PLOT NO. 11 BLOCK 'H' KISEMVULE IN MKURANGA DISTRICT

Term: NINETY NINE YEARS

TITLE No. 179971  
 REGISTERED 22/11/2018  
 10:30 AM  
 REGISTRAR OF TITLES  
 TANGANYIKA

Land Form No. 22  
 PAYMENT OF LAND STAMP DUTY ACT  
 23,890/=  
 Receipt No. 99005935543  
 of 19/09/2018  
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 179971  
 L.O. No. 907475.  
 L.D. No. 360523.

The 21<sup>st</sup> day of November Two thousand and Eighteen.

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 **July, Two thousand and Eighteen** 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, 2019 shall thereafter pay rent of shillings **four hundred seventy eight thousand (478,000/=)** 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

*Handwritten signature*

- (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 **Mkuranga District 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 a 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 **Light Industrial** purposes only, Use Group '**O**' Uses 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.

*ds*

**TANZANIA**  
**LAND REGISTRY**  
**APPLICATION FOR OFFICIAL SEARCH-**

To: The Registrar of Titles

Title No.179971

WE: HEROCEAN ENTERPRISES (T) LTD

Hereby request to you to search the register in respect of the above and to advise us of the subsisting entries.

Shs.40,000/= Search fee is enclosed

From: HEROCEAN ENTERPRISES (T) LTD  
P.O. BOX 23198,  
DAR ES SALAAM

Date; 15.3.2019

**For Official use**

E.R.V. NO 99014120631 OF 15.3.2019

Issued Shs.40,000/=

**Search No:**  
OFFICIAL SEARCH

Title No. 179971

The following is a summary of the subsisting entries on property:-

**District:** MKURANGA

**Place:** KISEMVULE AREA .

**Description:** L.O. NO. 907475 PLOT NO. 11 BLOCK 'H

**Area:** 1.912HA

**Tenure:** RIGHT OF OCCUPANCY

**Term** 99 YEARS FROM 1<sup>ST</sup> JULY , 2018.

**Rent :** TSHS. 478000/= PER ANNUM (SUBJECT TO REVISION)

**Reservation:** CONDITIONS AS CONTAINED IN THE CERTIFICATE OF OCCUPANCY

**OWNER :** TANZANIA INVESTMENT CENTRE OF P.O. BOX 938, DAR ES SALAAM.

**Encumbrance:** LEASE BY HEROCEAN ENTERPRISES (T) LTD OF BOX 23198 FOR TERM OF 98YEARS FROM 1-12-2018 FD 201717 DATED 15.02.2019 .  
(LEASEHOLD NO 179971 ISSUED )

**NOTE;** The records shown on the Official Search does not guarantee as to the genuineness of the Certificate of Title, if you intend to do any transaction you are advised to submit the Certificate of Title before the office of the Registrar of Titles for authenticity.

Date *24* MARCH ,2019

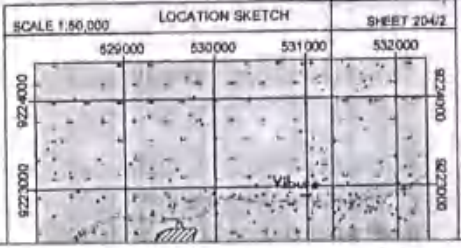
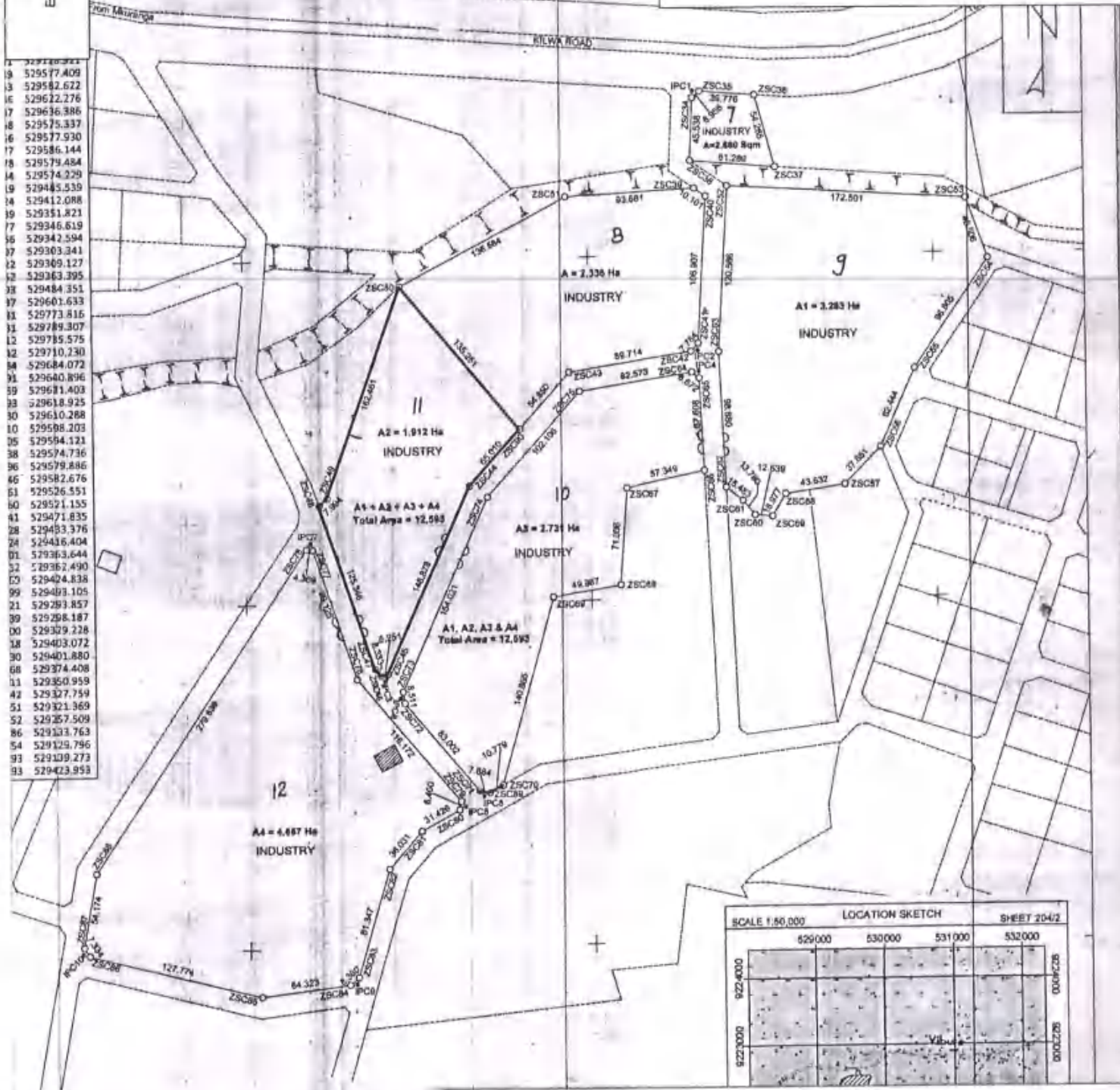
  
Joanitha Kazinja  
ASST.REGISTRAR OF TITLES.

# MKURANGA DISTRICT

## MKURANGA DISTRICT COAST F

LOCALITY..... KISEMVULE.....  
 BLOCK ..... H.....  
 PLOT No..... 11.....  
 L.O. No:..... 907475.....  
 AREA:..... 1.912 Ha.....

- 19 529577.409
- 3 529582.622
- 16 529622.276
- 17 529636.386
- 18 529575.337
- 16 529577.930
- 17 529586.144
- 18 529579.484
- 14 529574.229
- 19 529485.539
- 24 529412.088
- 19 529351.821
- 77 529346.619
- 56 529342.594
- 37 529303.341
- 12 529309.127
- 12 529363.395
- 38 529484.351
- 17 529601.633
- 11 529773.816
- 31 529789.307
- 12 529785.575
- 12 529710.230
- 84 529684.072
- 31 529640.896
- 39 529681.403
- 33 529618.925
- 30 529610.288
- 10 529588.203
- 25 529584.121
- 38 529574.736
- 96 529579.886
- 46 529582.676
- 61 529526.551
- 60 529521.155
- 41 529471.835
- 28 529483.376
- 24 529416.404
- 01 529363.644
- 12 529362.490
- 09 529424.838
- 99 529403.105
- 21 529283.857
- 09 529298.187
- 00 529329.228
- 18 529403.072
- 80 529401.880
- 68 529374.408
- 11 529360.958
- 42 529327.759
- 51 529321.369
- 52 529257.509
- 86 529333.763
- 54 529129.796
- 93 529109.273
- 93 529423.953



This plan is prepared in accordance with Registered Plan No..... **94945**.....  
 It is approved for purpose of the Land Registration Act 334  
 Director of Surveys and Mapping..... *EK1* ..... Date **09.20.2018**

Ministry of Land, Housing and Human Settlements Development, Dar es Salaam

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

*12*

SCHEDULE

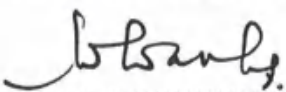
ALL that Land known as Plot No. 11 Block 'H' situated at Kisenvule in Mkuranga Urban Area containing one decimal point nine one two (1.912) Hector shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 94945 deposited at the 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.

  
A3- 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 )  
DELIVERED in the presence of us )  
this... 7<sup>TH</sup>..... day of .. NOVEMBER....., 2018. )

Signature..... ..... )

Postal Address: P.O. Box 988 )  
DAR - ES - SALAM )

Qualification: EXECUTIVE DIRECTOR )

Signature..... ..... )

Postal Address: P.O. Box 988 )  
DAR - ES - SALAM )

Qualification: SENIOR LEGAL OFFICER )



LAND REGISTRY DAR - ES - SALAAM

LEASE

Filed Document No.

201717

Date of Registration

15-2-19


Time 01:00 m

To HEROCLEAN ENTERPRISES

(T) LTD of PO BOX 23198 DJM

TERMS 98 YRS FROM 1-12-2018

LEASE HOLD



17/1/17 Issued

of Asst. Registrar of Titles

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

C.T. No: 179971

L.O. No: 907475

LD. No: 360523

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and **HEROCEAN ENTERPRISES (T) LTD** of P.O Box 23198 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 11 Block "H" situated at **Kisemvule** in **Mkuranga District** 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)  
**HEROCEAN ENTERPRISES (T) LTD** and)  
**DELIVERED** in the presence of us this.....<sup>29</sup>.....)  
day of .....<sup>January</sup>.....2019)

Name: .....<sup>SENHUA SONG</sup>.....  
Signature: .....<sup>[Signature]</sup> Song Senhua.....  
Postal Address: .....<sup>P.O. BOX 23198</sup>.....  
Qualification: .....<sup>DIRECTOR</sup>.....

Name: .....<sup>CHANGLIANG SUN</sup>.....  
Signature: .....<sup>[Signature]</sup>.....  
Postal Address: .....<sup>P.O. BOX 23198</sup>.....  
Qualification: .....<sup>MANAGER</sup>.....

SEALED with the COMMON SEAL of the said)  
TANZANIA INVESTMENT CENTRE and )  
DELIVERED in the presence of us this... 30TH )  
day of ..... JANUARY .....2019)

Name: GEORGEY I. NWAAMBE  
Signature: [Signature]  
Postal Address: P.O. BOX 988 DSM  
Qualification: EXECUTIVE DIRECTOR

Name: ALEXANDER NUTANI  
Signature: [Signature]  
Postal Address: P.O. BOX 988 DSM  
Qualification: SENIOR LEGAL OFFICER



FILED DOCUMENT No: 201718  
REGISTERED ON: 15-219  
AT: 09:00  
[Signature]  
Senior Asst. Registrar of T-23

TANGANYIKA STAMP DUTY ACT  
Stamp Duty Shs. 1000/- Paid  
On Original Receipt Shs. 9901255575  
of 13-02-2018  
[Signature]  
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs. 500/- Paid  
Receipt No. 99012555275  
of 13-02-2018  
[Signature]  
Stamp Duty Officer



**TANZANIA INVESTMENT CENTRE**

**LEASEHOLD AGREEMENT**

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

Date of issue:

Land Description:

*12*

**TANZANIA INVESTMENT CENTRE**

**THE LAND ACT**

(No. 4 of 1999)

**DERIVATIVE RIGHT**

(Under Section 20)

**C.T. No: 179970**

**L.O. No: 907472**

**LD. No: 360522**

Made and entered into this.....day of .....2019

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

**HEROCEAN ENTERPRISES (T) LTD**

of P.O Box 23198 DAR ES SALAAM and having certificate of incentives No. 041849-1 (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. 179970 in respect of land within Plot No. 8 Block "H" situated at **Kisemvule** in **Mkuranga District**, 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 **December, Two Thousand and Eighteen** and expiring on the **Thirty** day of **September, Two Thousand One Hundred and Sixteen** subject to the provisions of the land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:

*LR*

The Land shall be used for **Light Industry** Only Purposes 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 584,000/= (Tanzania Shillings Five Hundred Eighty Four Thousand) 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 a project of Manufacturing Steel Roofing Products **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 **Mkuranga District 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.

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 HEROCEAN ENTERPRISES (T) LTD hereby accept the terms and conditions contained in the forgoing Lease Agreement.

### SCHEDULE

ALL that Land known as Plot No. 8 Block "H" situated at Kisenvule in Mkuranga District, measuring Two Decimal Point Three Three Six (2.336) Hector, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 94945 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said)  
HEROCEAN ENTERPRISES (T) LTD and)  
DELIVERED in the presence of us this <sup>29th</sup> day)  
of January 2019)

Signature..... [Signature]  
Postal Address..... P.O. BOX 23198  
Qualification..... DIRECTOR

Signature..... [Signature]  
Postal Address..... P.O. BOX 23198  
Qualification..... MANAGER

SEALED with the COMMON SEAL of the said)  
TANZANIA INVESTMENT CENTRE and)  
DELIVERED in the presence of us this <sup>30th</sup> day of JANUARY 2019)

Signature..... [Signature]  
Postal Address..... P.O. BOX 938 DSM  
Qualification..... EXECUTIVE DIRECTOR

Signature..... [Signature]  
Postal Address..... P.O. BOX 938 DSM  
Qualification..... SENIOR LEGAL OFFICER



D DOCUMENT No: 201753

REGISTERED ON: 15.02.19

01:00 PM



*[Signature]*

Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.

Stamp Duty Shs: 500/= Paid

Receipt No: 99005936294

of: 19.09.2018 15.2.19

*[Signature]*

Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.

Stamp Duty Shs: 1500/= Paid

Receipt No: 99005936294

of: 19.09.2018 15.2.19

*[Signature]*

Stamp Duty Officer

TITLE No. 179970  
REGISTERED 22.11.2018  
AT 01:00pm  
LAND REGISTRAR  
TANZANIA  
Asst. Registrar of Titles

Land Form No. 22  
TANZANIA STAMP DUTY ACT  
Stamp Duty Shs: 29,190/= Paid  
On Original Receipt Shs: 9900593694  
of: 19.09.2018  
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No: 179970  
L.O. No. 907472.  
L.D. No. 360522.

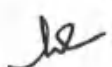
The 21<sup>st</sup> day of November Two thousand and Eighteen.

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 **July, Two thousand and Eighteen** 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, 2019 shall thereafter pay rent of shillings **five hundred eighty four thousand (584,000/=)** 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

*[Handwritten signature]*


- (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 **Mkuranga District 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 a 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 **Light Industrial** purposes only, Use Group '**O**' Uses 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.



# MKURANGA DISTRICT

LOCALITY ..... KISEMVULE .....  
 BLOCK ..... H .....  
 PLOT No. .... 8 .....  
 L.O. No.: ..... 907472 .....  
 AREA: ..... 2.336 Ha .....



This plan is prepared in accordance with Registered Plan No. .... **94945** .....  
 It is approved for purpose of the Land Registration Act 334  
 Director of Surveys and Mapping .....  ..... Date **09.10.2018**  
 Ministry of Land, Housing and Human Settlements Development, Dar es Salaam

R/179/092011 A  
 The issue of this plan implies no guarantee or mission of title by the government

*10*

SCHEDULE

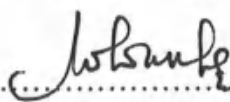
ALL that Land known as Plot No. 8 Block 'H' situated at **Kisemvule in Mkuranga Urban Area** containing **two decimal point three three six (2.336) Hector** shown for identification only edged **black** on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **94945** 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.

  
A3 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 )  
DELIVERED in the presence of us )  
this.....<sup>7<sup>th</sup></sup> day of .....**NOVEMBER**, 2018.)

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 AGREEMENT

Filed Document No. 201753

Date of Registration 15.2.19 time 01.00 P.m

To HEROCHEAN ENTERPRISES (T) LTD

of P.O. Box 23198 DSM. FOR A TERM OF

98 YRS FROM 1<sup>st</sup> DECEMBER 2018

LEAHOLO TITLE NO  
179970/1 Issued

*[Signature]*

Spoken Assst. Registrar of Titles

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

C.T. No: 179970  
L.O. No: 907472  
LD. No: 360522

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and **HEROCEAN ENTERPRISES (T) LTD** of P.O. Box 23198 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 8 Block "H" situated at **Kisenvule** in **Mkuranga District** 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)  
**HEROCEAN ENTERPRISES (T) LTD** and)  
DELIVERED in the presence of us this.....<sup>8<sup>th</sup></sup>.....)  
day of .....<sup>January</sup>.....2019)

Name: .....<sup>SENHUA SONG</sup>.....  
Signature: .....<sup>[Signature]</sup>.....  
Postal Address: .....<sup>P.O. BOX 23198</sup>.....  
Qualification: .....<sup>DIRECTOR</sup>.....

Name: .....<sup>CHANGJIANG SUN</sup>.....  
Signature: .....<sup>[Signature]</sup>.....  
Postal Address: .....<sup>P.O. BOX 23198</sup>.....  
Qualification: .....<sup>MANAGER</sup>.....



*[Handwritten signature]*

SEALED with the COMMON SEAL of the said)  
TANZANIA INVESTMENT CENTRE and )  
DELIVERED in the presence of us this...<sup>30th</sup>.....)  
day of .....JANUARY.....2019)

Name: GEORGEY. I. MURATBE  
Signature: [Signature]  
Postal Address: P.O. BOX 988 DDM  
Qualification: EXECUTIVE DIRECTOR

Name: ALEXANDER MUMTINI  
Signature: [Signature]  
Postal Address: P.O. Box 988 DDM  
Qualification: SENIOR LEGAL OFFICER



FILED DOCUMENT No: 201752  
REGISTERED ON: 15.02.19  
AT: 01:00 pm  
  
[Signature]  
Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 1500/= Paid  
Receipt No: 99005936294  
of: 19.09.2018 15.2.19  
[Signature]  
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 500/= Paid  
Receipt No: 99005936294  
of: 19.09.2018 15.2.19  
[Signature]  
Stamp Duty Officer

**TANZANIA**  
**LAND REGISTRY**  
**APPLICATION FOR OFFICIAL SEARCH-**

To: The Registrar of Titles  
WE, HEROCEAN ENTERPRISES (T) LTD

Title No.179973/1

Hereby request to you to search the register in respect of the above and to advise us of the subsisting entries.  
Shs.40, 000/= Search fee is enclosed

From; HEROCEAN ENTERPRISES (T) LTD  
P.O. BOX 23198  
DAR ES SALAAM.

Date; 28.01.2019

For Official use

E.R.V. NO 99014120560 of 15.03.2019

Issued Tshs 40,000/-

Search No:

OFFICIAL SEARCH

Title No. 179973/I

The following is a summary of the subsisting entries on property:-

**District:** MKURANGA URBANI AREA

**Place:** KISEMVULE AREA.

**Description:** LO.907474 PLOT NO. 10 BLOCK 'H'  
**Area:** 2.731 HECTARES

**Tenure:** LEASEHOLD LAND

**Term;** 99 YEARS FROM 1<sup>ST</sup> JULY, 2018

**Rent:** 682,750 PER ANNUM (SUBJECT TO REVISION)

**Reservation:** CONDITIONS AS CONTAINED IN THE CERTIFICATE OF OCCUPANCY

**Owner;** HEROCEAN ENTERPRISES (T) LTD OF P.O BOX 28198 D, SALAAM  
FOR TERM OF 98 YEARS FROM 1<sup>ST</sup> 12.2018

**Encumbrance:** NIL.

**NOTE:** The records shown on the Official Search does not guarantee as to the genuineness of the Certificate of Title, if you intend to do any transaction you are advised to submit the Certificate of Title before the office of the Registrar of Titles for authenticity.

Date  MARCH, 2019

  
**JULIANA NGONYANI.**  
**ASST.REGISTRAR OF TITLES.**

**TANZANIA**  
**LAND REGISTRY**  
**APPLICATION FOR OFFICIAL SEARCH-**

**To: The Registrar of Titles**

**Title No.179970**

**WE: HEROCEAN ENTERPRISES (T) LTD**

Hereby request to you to search the register in respect of the above and to advise us of the subsisting entries.

Shs.40,000/= Search fee is enclosed

**From: HEROCEAN ENTERPRISES (T) LTD**  
**P.O. BOX 23198,**  
**DAR ES SALAAM**

Date; 18.3.2019

**For Official use**

E.R.V. NO 99014120438 OF 18.3.2019

**Issued Shs.40,000/=**

**Search No:**  
OFFICIAL SEARCH

**Title No. 179970**

**The following is a summary of the subsisting entries on property:-**

**District:** MKURANGA

**Place:** KISEMVULE AREA .

**Description:** L.O. NO. 907472 PLOT NO. 8 BLOCK 'H

**Area:** 2.336HA

**Tenure:** RIGHT OF OCCUPANCY

**Term** 99 YEARS FROM 1<sup>ST</sup> JULY , 2018.

**Rent :** TSHS. 584000/= PER ANNUM (SUBJECT TO REVISION)

**Reservation:** CONDITIONS AS CONTAINED IN THE CERTIFICATE OF OCCUPANCY

**OWNER :** TANZANIA INVESTMENT CENTRE OF P.O. BOX 938, DAR ES SALAAM.

**Encumbrance:** LEASE BY HEROCEAN ENTERPRISES (T) LTD OF BOX 23198 FOR TERM OF 98YEARS FROM 1-12-2018 FD 201753 DATED 15.02.2019 .  
(LEASEHOLD NO 179970/1 ISSUED )

**NOTE;** The records shown on the Official Search does not guarantee as to the genuineness of the Certificate of Title, if you intend to do any transaction you are advised to submit the Certificate of Title before the office of the Registrar of Titles for authenticity.

Date  MARCH ,2019

  
**JULIANA MGONYANI**  
**ASST.REGISTRAR OF TITLES.**

**TANZANIA**  
**LAND REGISTRY**  
**APPLICATION FOR OFFICIAL SEARCH-**

**To: The Registrar of Titles**  
**WE, HEROCEAN ENTERPRISES (T) LTD**

**Title No.180370/1**

Hereby request to you to search the register in respect of the above and to advise us of the subsisting entries.  
Shs.40, 000/= Search fee is enclosed

**From; HEROCEAN ENTERPRISES (T) LTD**  
**P.O. BOX 23198**  
**DAR ES SALAAM.**

Date; 28.01.2019

**For Official use**

E.R.V. NO 99014120497 of 15.03.2019

Issued Tshs 40,000/-

**Search No:**

**OFFICIAL SEARCH**

**Title No. 180370/I**

**The following is a summary of the subsisting entries on property:-**

**District:** MKURANGA URBANI AREA

**Place:** KISEMVULE AREA.

**Description:** LO.907473 PLOT NO. 9 BLOCK 'H'

**Area:** 2.288 HECTARES

**Tenure:** LEASEHOLD LAND

**Term;** 99 YEARS FROM 1<sup>ST</sup> JULY, 2018

**Rent:** 820,750 PER ANNUM (SUBJECT TO REVISION)

**Reservation:** CONDITIONS AS CONTAINED IN THE CERTIFICATE OF OCCUPANCY

**Owner;** HEROCEAN ENTERPRISES (T) LTD OF P.O BOX 28198 D, SALAAM  
FOR TERM OF 98 YEARS FROM 1<sup>ST</sup> 12.2018

**Encumbrance:** NIL.

**NOTE:** The records shown on the Official Search does not guarantee as to the genuineness of the Certificate of Title, if you intend to do any transaction you are advised to submit the Certificate of Title before the office of the Registrar of Titles for authenticity.

Date  MARCH, 2019

  
**JULIANA NGONYANI.**  
**ASST.REGISTRAR OF TITLES.**