

**TANGANYIKA**

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



**CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY**  
(SUB TITLE)

This is to certify that the annexed Certificate of Occupancy dated

the 20th day of DECEMBER 20.12

is registered in the Land Registry under Title No. 121300

Copies of the subsisting entries in the register are within

Dated the 28th day of MARCH 20...13

  
JUMA LEGHILLA  
ASST. Registrar of Title

Title No. 121300/1

Description of registered land.

ALL that Land known as plot No. 119 situated at Ms-san in Dar es Salaam city containing one decimal point three seven eight seven (1.3787) Hectares shown for identification only edged red on the plan attached to this lease agreement registered under the file document number 150918 annexed hereto and defined on the registered survey plan numbered 16916 deposited at the office of Director for Survey and Mapping at Dar es Salaam-

**ENTRIES IN THE REGISTER**  
**TITLE NO. 121880/1**

No. .... Registered 21.12.2013 10.50 am ..... at ..... m  
 To..... M/S IVORY TOWER LIMITED P.O. BOX  
 10848, DAR ES SALAAM.

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

.....  
*[Signature]*  
 .....  
 Asst. Registrar of Titles

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## TANZANIA INVESTMENT CENTRE

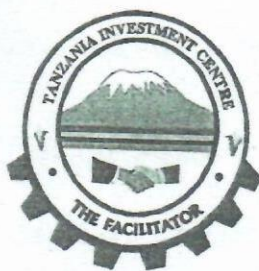
### LEASEHOLD AGREEMENT

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

Date of Issue:

Land Office Number:

Land Description:



## TANZANIA INVESTMENT CENTRE

### LEASEHOLD AGREEMENT

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

Date of Issue:

Land Office Number:

Land Description:

**TANZANIA INVESTMENT CENTRE**

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

**DERIVATIVE RIGHT**  
(Under Section 20)

**C.T. No: 121880**  
**L.O. No: 456859**  
**LD No: 75415**

Made and entered into this <sup>14<sup>th</sup></sup> day of JANUARY, 2013

BETWEEN

**TANZANIA INVESTMENT CENTRE**

A body corporate established under THE INVESTMENT ACT, 1997 (ACT No. 26 of 1997) by order published in the Official Gazette as Government Notice No. 291 of 1997, (Hereinafter referred to as "the Lessor") on the one part

AND

**M/S IVORY TOWER LIMITED of P.O Box 10848, DAR ES SALAAM; AND HAVING CERTIFICATE OF INCENTIVES No. 061134**

(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. **121880** in respect of land within Plot No. **119** measuring **one decimal point three seven eight seven (1.3787) hectares**, situated at **Msasani Beach**, in **Dar es Salaam City**; and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the Land being more fully described in the schedule hereto for a term of **97 years** commencing on the **first** day of **January, two thousand and thirteen**, and expiring on the **thirtieth** day of **June, two thousand one hundred and ten** subject to the provisions of the Land Act, Cap. 113 (R.E. 2002) and regulations made thereunder and subject to the following conditions:-

The Land shall be used for **Residential Apartments and Commercial** purposes only; Use Group 'B' use classes **(c)** and **(d)** as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

**PART A: THE LESSEE SHALL:**

1. **PAY** in advance to the Lessor an annual Land Rent plus ten per cent thereto facilitation fees, amounting to Tanzania shillings 909,942.00 (**Nine hundred nine thousand, nine hundred and forty two only**), payable on the first day of July in every year of the term without deduction, provided that the rent may be revised by the Lessor.
2. **BE** liable to pay any and all costs arising herefrom and in particular;
  - (i) Any fees or stamp duties which may be discovered to be payable in connection with the Lease;
  - (ii) An amount or amounts levied by the duly authorized institutions by way of rates or like local property taxes;
  - (iii) An amount or amounts equal to any rates or like levy paid by the Lessor in respect of the Land or improvements thereon.
3. **DEVELOP** the land by establishing a project for commercial and apartments for sale.
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 all things which may be required by the authorities responsible for environment to achieve such objective.
5. **SUBMIT** building plans for approval to the **Kinondoni Municipal Council** within six months from the commencement of this Lease, begin construction of building(s) with permanent materials within six months after the approval of the plans and complete construction within thirty six months from the day of commencement of this Lease.
6. **NOT** make any disposition to the leased land, such as mortgaging and transfer of title or derivative right, without the consent of the lessor.
7. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
8. **YIELD** up to the Lessor the Land and improvement in good order and condition upon the determination of the Lease by expiration of time or otherwise.

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**PART B: THE LESSOR SHALL:**

1. **ENSURE** that the Lessee having paid Land Rent and other charges hereby reserved in PART 'A' Clause '1' hereof, and complied with other terms and conditions hereinbefore contained; shall peacefully hold and enjoy the land during the said term without interruption from the Lessor or any other person claiming under or in trust of the Lessor.
2. **UPON** breach by the Lessee of any of the foregoing terms and conditions, the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of 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 that is Lessor or Lessee hereto in respect thereof, either of the parties to the Lease 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 **IVORY TOWER LIMITED** hereby accept the terms and conditions contained in the foregoing Lease Agreement.

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SCHEDULE

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*Flow*

that land known as Plot No. 119 situating at Msasani Beach, in Dar es Salaam City containing one decimal point three seven eight seven (1.3787) hectares, and shown for identification only edged red on the plan attached to this Certificate and defined on the Registered Survey Plan Numbered 16916 deposited at the Office of the Director for Survey and Mapping at Dar es salaam.

SEALED with the COMMON SEAL of the said IVORY TOWER LIMITED and DELIVERED in the presence of us this 8<sup>th</sup> day of January 2013

Signature..... *[Signature]*

Postal Address..... P.O. Box 10848, Dar es Salaam

Qualification..... Director

Signature..... *[Signature]*

Postal Address..... P.O. Box 10848 - Dar es Salaam

Qualification..... Director



SEALED with the COMMON SEAL of the said TANZANIA INVESTMENT CENTRE and DELIVERED in the presence of us this 14<sup>th</sup> day of JANUARY 2013

Signature..... *[Signature]*

Postal Address..... 938 D'SALAAM

Qualification..... AG. EXECUTIVE DIRECTOR

Signature..... *[Signature]*

Postal Address..... 938 D'SALAAM

Qualification..... LEGAL AFFAIRS MANAGER



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1000/-  
49341284  
23.01.2013  
*[Signature]*

# DAR ES SALAAM CITY

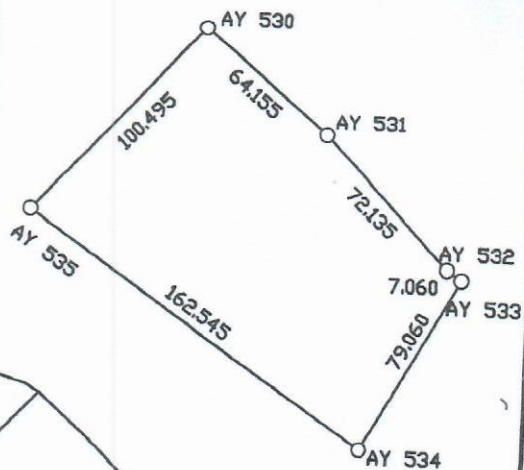
LOCATION MSASANI BEACH

BLOCK -

PLOT No 119

L.O. No 456859

AREA 1.3787.....HA



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

The plan prepared in accordance with Registered Plan No. 16916 is approved for purpose of the Land Registration Ordinance.  
Director of Surveys and Mapping. *[Signature]* Date 19/12/12

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

CT. No. 121880

PLOT No. 119

MSASANI BEACH, DAR ES SALAAM CITY


We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and M/S IVORY TOWER LIMITED of P.O Box 10848, DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 119 situated at Msasani Beach, in Dar es Salaam City. Pursuant to that, we hereby **SUBMIT** the Lease Agreement for registration and **APPLY** for the issue of a **LEASEHOLD-TITLE** to the said Company, in respect of the said Land which is registered under the above Certificate of Title.

SEALED with the COMMON SEAL of the }  
Said TANZANIA INVESTMENT CENTRE and }

DELIVERED in the presence of us this.....14<sup>th</sup>.....}

Day of .....JANUARY.....2013}

Name: .....RAYMOND MUBILINYI.....}

Signature: .....}

Postal Address: .....938 D'SALAAM.....}

Qualification: .....AG. EXECUTIVE DIRECTOR.....}

Name: .....ABDI KAGOMBA.....}

Signature: .....}

Postal Address: .....938 D'SALAAM.....}

Qualification: .....LEGAL AFFAIRS MANAGER.....}

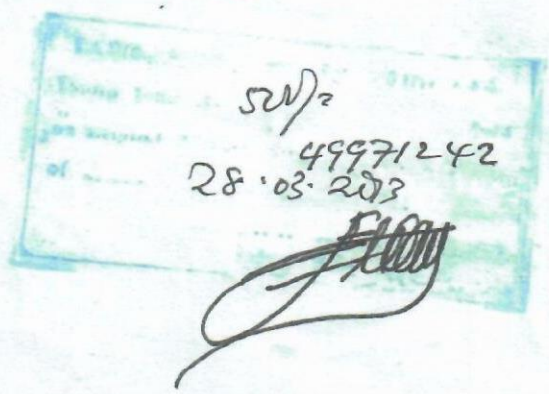
SEALED with the COMMON SEAL of the Said }  
IVORY TOWER LIMITED and DELIVERED }  
in the presence of us this ..... 8th ..... }  
Day of ..... January ..... 2013 }

Name: ..... HUANG ZAISHENG ..... }  
Signature: ..... [Signature] ..... }  
Postal Address: ..... P.O. Box 10868, Dar es Salaam ..... }  
Qualification: ..... Director ..... }

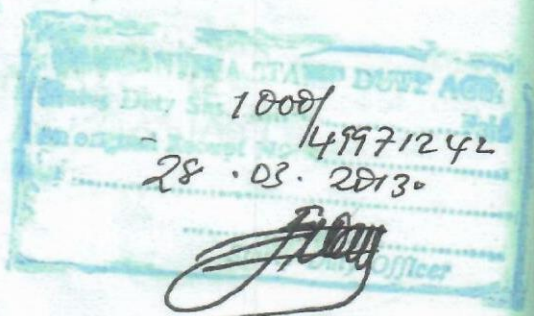
Name: ..... ZHANG HONG ..... }  
Signature: ..... [Signature] ..... }  
Postal Address: ..... P.O. Box 10868 D.S.M ..... }  
Qualification: ..... Director ..... }



[Signature]



[Signature]



[Signature]

121880  
21-12-2012  
50 AM  
*[Signature]*  
TANGANYIKA

Land Form No. 22

TANGANYIKA  
Status Date to 165,400/-  
ROUND No 472 051 95  
of 8-10-2012  
*[Signature]*

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No: 121,880  
L.O. No. 456859.  
L.D. No. 75415.

day of December,

Two thousand and twelve.

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTRE Established under Act No. 26 of 1997 of P.O. Box 938, DAR ES SALAAM (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **Ninety nine** years from the first day of July, **Two thousand and twelve** 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 amendment in substitution therefor or amendment thereof and to the following special conditions:-

The Occupier having paid rent up to the thirtieth day of June, 2013, shall thereafter pay rent of shillings **eight hundred twenty seven thousand two hundred twenty (827,220/=)** 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.

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

SCHEDULE

Plot No. 119 situated at Msasani Beach in Dar es Salaam City containing one decimal point three seven eight seven (1.3787) Hectares shown for registration only edged red on the plan attached to this Certificate and defined on the registered map numbered 16916 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

I, the undersigned, do hereby certify that the above land is the property of the person named in the foregoing Certificate of Occupancy and that the same is free from all encumbrances and is available for the purpose specified therein.

*[Signature]*  
ASSISTANT COMMISSIONER FOR LANDS

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

WITNESSED with the COMMON SEAL of the said )  
TANZANIA INVESTMENT CENTRE and )  
SIGNED in the presence of us )  
on 20th day of DECEMBER 2012. )

Signature: *[Signature]* )  
Postal Address: 938 DAR - EC - )  
SALAMU. )

Qualification: ACTING EXECUTIVE DIRECTOR )

Signature: *[Signature]* )  
Postal Address: 938 DAR - EC - )  
SALAMU. )

Qualification: LEGAL OFFICER )



LEASE

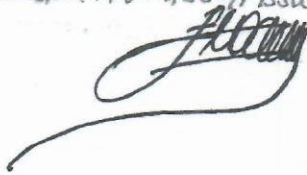
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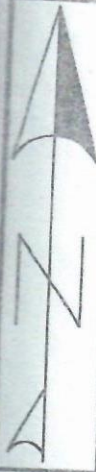
M/S IVORY TOWER LIMITED  
OF P.O. BOX 10848, DAB-ES-SALAM.

FOR A TERM OF 97 YRS COMMENCING FROM  
01<sup>st</sup> January, 2013 (Sub/Title No-121880/1 issued)

A handwritten signature in black ink, appearing to be 'J. H. ...', with a long, sweeping underline that extends to the left.

- (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 to be in permanent materials.
  - (iv) Submit building plans to the **Kinondoni Municipal Council** within six months from the date of the commencement of the Right.
  - (v) Building construction to begin within six months after approval of plans.
  - (vi) Building to be Complete within thirty six 36 months from the date of the commencement of the Right.
3. **USER:** The land shall be used for **Residential Apartments and Commercial** purposes only. Use Group '**B**' use classes (c) and (d) as defined in the Town and Country Planning (Use Classes) Regulations in 1960 **as amended in 1993**.
  4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
  5. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
  6. The President may revoke the right for good cause and in public interest.

# DAR ES SALAAM CITY



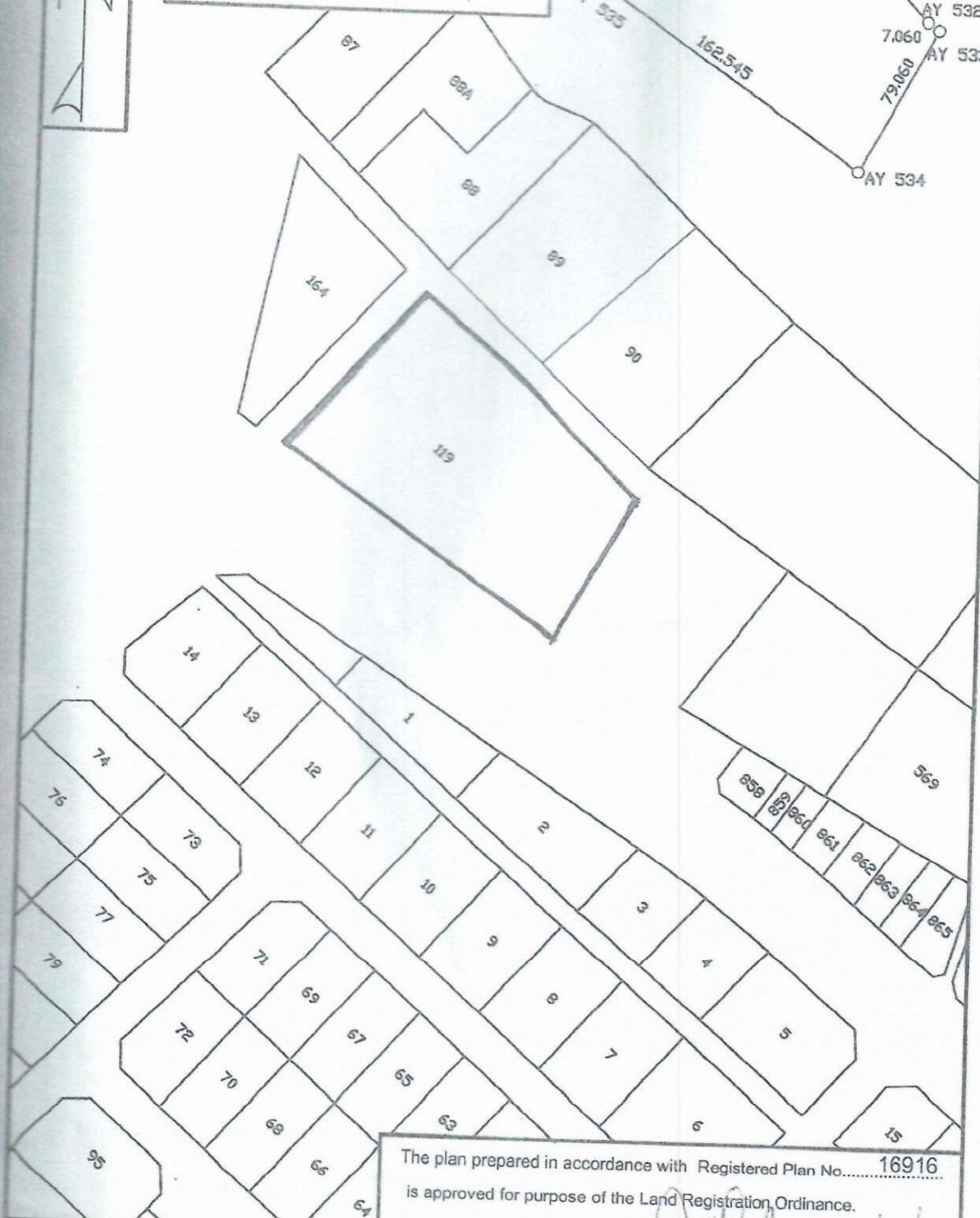
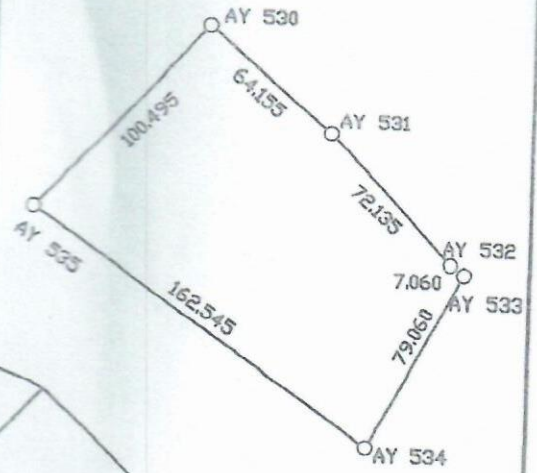
LOCATION MSASANI BEACH

BLOCK ..... - .....

PLOT No ..... 119 .....

L.O. No ..... 456859 .....

AREA ..... 1.3787 ..... HA



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

The plan prepared in accordance with Registered Plan No..... 16916  
is approved for purpose of the Land Registration Ordinance.  
Director of Surveys and Mapping ..... Date 19/12/12