

21 TFN -833



TANZANIA INVESTMENT CENTRE

LEASEHOLD AGREEMENT

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

TANZANIA INVESTMENT CENTRE

THE LAND ACT
(No. 4 of 1999)

DERIVATIVE RIGHT
(Under Section 20)

Title No. 156020 MG
L.O. No. 729961
LD No. MK/3800

Made and entered into this... *14th* day of *December*2016

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

GOODWILL (TANZANIA) CERAMIC CO.LIMITED

of P.O Box 11049 DAR ES SALAAM and having certificate of incentives No. 042981 (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 MOROGORO under Title No. **156020** in respect of land within **Plots No. 1 & 2, Block 'A'** measuring **two hundred forty two thousand one hundred eighty one (242,181) square metres**, situated at **Mkiu in Mkuranga District, Coast Region** 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 **October, two thousand and sixteen** and expiring on the of **thirtieth** day of **June, two thousand one hundred and fourteen** subject to the provisions of the land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:

The Land and buildings to be erected thereon shall be used for **General Industrial** purposes only; Use Group **'O'** use class **(a)** as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

PART A: THE LESSEE SHALL:

1. **PAY** in advance to the Ministry of Lands, Housing and Human Settlements Development; an annual Land Rent amounting to Tanzania Shillings 6,070,500 .00 plus ten per cent thereto as TIC facilitation fees, making a total of Tanzania Shillings **6,677,550.00 (six million six hundred seventy seven thousand five hundred fifty 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 Commissioner for Lands.
2. **BE** required 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 factory for production of ceramic tiles and other related products.
4. **BE RESPONSIBLE** for:
 - i. The protection of all beacons on the Land throughout the term of the Lease. Missing beacons will have to be re-established at any time at the Lessee's expenses as assessed by the Director responsible for Surveys and Mapping.
 - ii. Preserving the environment and protecting the soil against soil erosion: and do all things which may be required by the authorities responsible for environment, to achieve such objective.
 - iii. Maintaining on the land buildings in permanent materials designed for use in accordance with the conditions of the Right of Occupancy and which conform with the building line (if any) decided by the **Mkuranga District Council** (hereinafter called "the Authority").
5. **AT** all times during the term of the Right have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Authority..
6. **NOT** erect or commence to erect on the land buildings except in accordance with building plans and specifications which shall have been first approved by the Authority.
7. **NOT** make any disposition to the leased land without prior consent of the lessor. In case of seeking the Lessor's consent regarding mortgaging of the respective land, 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.
8. Allow the lessor or any other authorized government officer to get access to the leased land for official duties.

9. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
10. **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 **GOODWILL (TANZANIA) CERAMIC CO.LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as **Plots No. 1 & 2, Block 'A'** situated at **Mkiu Area** in **Mkuranga District** measuring **two hundred forty two thousand one hundred eighty one (242,181) square metres**, shown for identification only edged **red** on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **84449** deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the **COMMON SEAL** of the said **GOODWILL (TANZANIA) CERAMIC CO, LIMITED** and **DELIVERED**)
In the presence of us this 14th day of Dec2016)

Signature..... [Handwritten Signature].....

Postal Address..... P.O. Box 11049.....

Qualification..... Deputy Managing Director.....

Signature..... Lin ze zheng.....

Postal Address..... P.O. Box 11049.....

Qualification..... Manager.....



SEALED with the **COMMON SEAL** of the said **TANZANIA) INVESTMENT CENTRE** and **DELIVERED** in the presence) of us this 14th day of Dec2016)

Signature..... [Handwritten Signature].....

Postal Address..... P.O. Box 938 DSM.....

Qualification..... ACTING EXECUTIVE DIRECTOR.....

Signature..... [Handwritten Signature].....

Postal Address..... P.O. Box 938 DSM.....

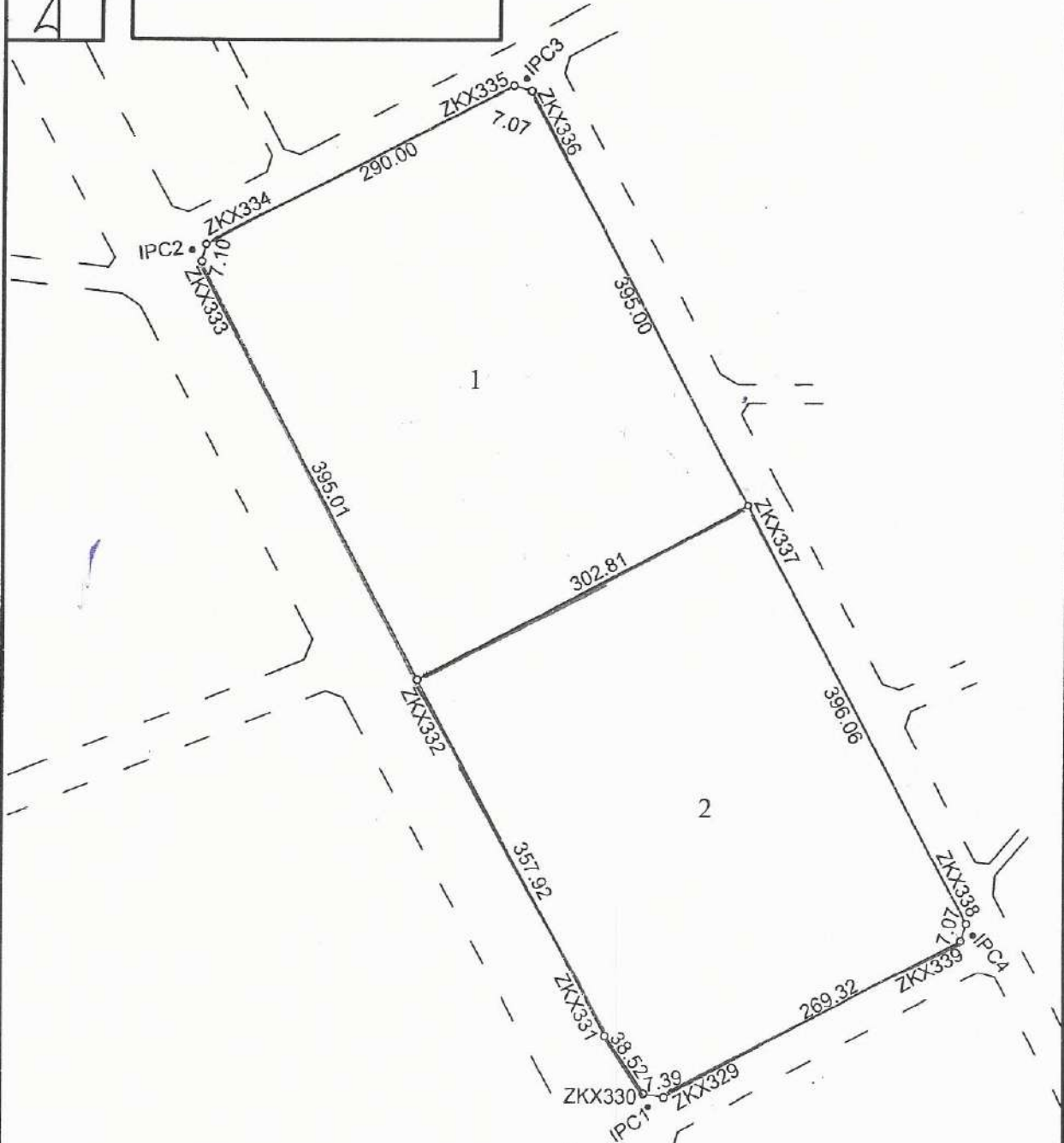
Qualification..... SENIOR LEGAL OFFICER.....



MKURANGA DISTRICT



LOCATION: MKIU INDUSTRIAL
BLOCK : A
PLOT No: 1 - 2
LO.No: 729961
AREA: A=242,181 SQM



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

This plan prepared in accordance with Registered Plan No. 84449

is approved for purpose of the Land Registration Ordinance.

For Director of Surveys and Mapping *Hambis* Date 25.11.2016

Ministry of Lands and Human Settlements Development, Dar es Salaam.

THE UNITED REPUBLIC OF TANZANIA
TANZANIA INVESTMENT CENTRE

Telegraphic Address: "INVEST"
Tel: No: (255)-22-2116328
Fax: (255-22) -2118253
E-mail: information@tic.co.tz
Website: www.tic.co.tz
In reply please quote:



Shaaban Robert Street
P.O. Box 938,
DAR ES SALAAM.

Ref: **TIC/10/17/81**.....

29/10/2016

Mkurugenzi Mtendaji (W),
Halmashauri ya Wilaya Mkuranga,
S.L.P 10,
MKURANGA

DISTRICT EXECUTIVE DIRECTOR
REC.-BY [Signature]
DATE 07/11/2016

**YAH: KUTAYARISHA HATI YA KIWANJA NA. 1 & 2 KITALU 'A'
MKURANGA**

Tafadhali rejea barua yako Kumb.Na. LD/MK/4013/5 ya tarehe 22/09/2016 iliyotutaka kulipia kiwanja kilichotajwa hapo juu, jumla ya TShs. 107,841,465.00

Napenda kukutaarifu kwamba malipo hayo yamefanyika kikamilifu tarehe 26/10/2016. Hivyo kupitia barua hii, tunaomba ututayarishe Hati ya Kumiliki Ardhi kwa jina la: TANZANIA INVESTMENT CENTRE, P.O BOX 938, DAR ES SALAAM.

Pamoja na barua hii, tumekuambatishia nakala za stakabadhi hizo za malipo kwa ajili ya urahisi wa rejea.

Dotto Stanley
Kny: MKURUGENZI MTENDAJI

Nakala

Kamishna wa Ardhi Msaidizi,
Kanda ya Mashariki,
S.L.P 587,
MOROGORO

HALMASHAURI YA WILAYA YA MKURANGA

(Barua zote zianawe kwa: Mkurugenzi Mtendaji Wilaya)



44

SIMU Na 0232402738
Fax Na 023 402706
Unapojibu tafadhali taja

S.L.P. 10
MKURANGA
PWANI

Kumb. Na. LD/MK/4013//5

22/09//2016

Kamishna Msaidizi wa Ardhi,
Kanda ya Mashariki,
S.L.P. 587,
MOROGORO

DIF
3/9/2016

YAH: MALIPO YA KODI ZA ARDHI KWA VIWANJA NA 1 & 2 KITALU 'A' MKIU - MKURANGA

Tafadhali rejea somo tajwa hapo juu, pia barua yako yenye Kumb. Na EZ/LD/SO72/3 ya tarehe 19/07/2016.

Ofisi ya Mkurugenzi Mtendaji (W) imeandaa gharama za umilikishaji wa viwanja na 1 & 2 kitalu 'A' vilivyopo eneo la Mkiu, kama ifuatavyo:-

1. Premium fee	=	Tshs	100,163,250.00
2. Stemp duty fee	=	Tsh	303,615.00
3. Registration	=	Tsh	1,214,100.00
4. Deed plan fee	=	Tshs	20,000.00
5. Application fee	=	Tshs	20,000.00
6. Fee for certificate of occupancy			50,000.00
7. Annual land Rent	=	Tshs	<u>6,070,500.00</u>
Jumla kuu Tshs			<u>107,841,465.00</u>



Nawasilisha
Ahsante,

W.J. Mduma
Kny Mkurugenzi Mtendaji (W)
MURANGA

Kny: MKURUGENZI MTENDAJI (W)
MKURANGA

Nakala

1. Mkurugenzi Mtendaji (W)
Halmashauri ya Wilaya
MKURANGA

(Aione kwenye jalada)

2. TIC
S.L.P. 938,
DAR ES SALAAM.

Land Form 23 A.

TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue:

Title Number: 156020 MG-

Land Office Number: 729961

Land: PLOT NO.1 & 2 BLOCK 'A' MKIU AT MKURANGA DISTRICT

Term: NINETY NINE (99) YEARS

TITLE No. 156020 MK
 REGISTERED 2-12-16
 AT 11:50 am
 LAND REGISTRY
 TANGANYIKA
 Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs. 303,515/= Paid
 On Original Receipt Shs. 13165612
 of 26/10/2016.
 La [Signature]
 Stamp Duty Office

THE UNITED REPUBLIC OF TANZANIA
 THE LAND ACT 1999
 (NO. 4 OF 1999)
 CERTIFICATE OF OCCUPANCY
 (Under Section 29)

Title No. 156020 MK
 L.O. NO. 729961
 LD/MK/3800

The 19 day of December Two thousand and sixteen

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 sixteen** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution thereof or amendment thereof and to the following special conditions:-

1. The occupier having paid rent up to the thirtieth day of June, 2017, shall thereafter pay rent of shillings **six million seventy thousand five hundred (6,070,500/=)** only a year in advance on the first day of July in every year of the term without deduction **PROVIDED** that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
 - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

SCHEDULE

ALL that land known as **Plot No.1 & 2 Block "A"** situated at **Mkiu** in **Mkuranga District, Coast Region** containing **two hundred forty two thousand one hundred eighty one (242,181) metre squares** shown for identification only edged **red** on the Plan attached to this Certificate and defined on the registered Survey Plan Numbered **84449** 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

D. U.

ASSISTANT COMMISSIONER FOR LANDS

We, 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 *18th*.....day of *November*, 2016.)

Signature: *x. Infandum*)
Postal Address: *P.O. Box 938, D. SALAMU*)
Qualification: *Ag. Executive Director*)

Signature: *[Signature]*)
Postal Address: *P.O. Box 938, D. SALAMU*)
Qualification: *Legal Affairs Manager*)



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

Title No. 156020 MG
L.O. No. 729961
LD No. MK/3800

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and **GOODWILL (TANZANIA) CERAMIC CO.LIMITED** of P.O Box 11049 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of **Plots No. 1 & 2, Block 'A'** situated at **Mkiu in Mkuranga District**. Pursuant to that, we hereby **SUBMIT** the Lease Agreement for registration and **APPLY** for a **LEASEHOLD TITLE** to the said Company, in respect of the mentioned 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.....14th.....day of December.....2016)

Name: CLIFFORD - I. TANDARI.....

Signature: X Clifford.....

Postal Address: P.O. Box 938 DSM.....

Qualification: ACTING EXECUTIVE DIRECTOR.....

Name: ALEXANDER MNTANI.....

Signature: [Signature].....

Postal Address: P.O. Box 938 DSM.....

Qualification: SENIOR LEGAL OFFICER.....



SEALED with the COMMON SEAL of the Said GOODWILL

(TANZANIA) CERAMIC CO. LIMITED and DELIVERED in the)

the presence of us this.....14th.....day ofDec.....2016)

Name:Robin Huang.....

Signature:*[Handwritten Signature]*.....

Postal Address:P.O. Box 11079.....

Qualification:Deputy Manager Director.....

Name:Lin Ze Zheng.....

Signature:Lin ze zheng.....

Postal Address:P.O. Box: 11079.....

Qualification:Manager.....

02nd January, 2016-----31st December, 2016

Form LR 66

TANZANIA
LAND REGISTRY

TITLE No..... LEASE AGREEMENT
LEASEHOLD TITLE

TO REGISTRAR OF TITLES; 155020 MG.....

3. The following documents are tendered for registration together with Certificate of Title No. 155020 MG.....

Transfer deeds.....Consent.....Land rent.....Notification.....
Landforms No.30.....Capital Gain.....Sale Agreement.....
Agreement.....Valuation.....

ADVERSE POSSESSION.....PROOF OF CITIZENSHIP.....

APPLICATION U/SCopies..... Caveat.....copies

APPLICATION U/S.....Copies.....

4. The following fees and stamp duty are tendered:-

REGISTRATION FEES.....Shs.....
Stamp duty on original.....Shs 383,817
Stamp duty on duplicate copy.....Shs.....
Consent fees.....Shs 4000/-

From: Government (Tanzania) (Lands Office)

.....Box 11049.....
.....District.....

PRESENTED BY;

ID or PASSPORT 1001-4250-33 ISSUED BY:

Tel/Mob: 0717661575

Date 15 Dec, 2016 Signature

RECEIVED the above documents...5...in number on 16 Dec, 2016

At 9:00.....PM/AM.

.....
For REGISTRAR OF TITLES

FOR OFFICIAL USE ONLY

- 6. G.R.R :
- 7. Registration of refused:
- 8. Requisition delivered:
- 9. Memorial entered:
- 10. Passed for registration:

JAMHURI YA MUUNGANO WA TANZANIA
THE UNITED REPUBLIC OF TANZANIA

TFN. 614 (Rev. 8.94)

STAKABADHI YA SERIKALI

12756357 1

2001-09011

EXCHEQUER RECEIPT

NIMEPOKHA KWA
Received from



KIASI
Amount

Shs.		Cts
38	38	77

JUMLA YA SHILINGI (Kwa maneno)
The sum of Shillings (Words)

Goodwill (Tanzania) Ceramics Co. Ltd
Laki Tatu Thamanini na Tatu maelele

NA SENTI
And Cents

KWA MALIPO YA
In respect of

Registration fees

KWA FEDHA TASLIMU/HUNDI

KITUO - Station

NAMBA By Cash/Cheque No.

B/S

SAAHIHI YA MPOKHA - Accounting Officer's
Signature

CHEO - Title
B/S

TARIFE - Date
16/12/16

Morogoro

JAMHURI YA MUUNGANO WA TANZANIA
THE UNITED REPUBLIC OF TANZANIA

TFN. 614 (R)

STAKABADHI YA SERIKALI

12260396

1

2001-080311

EXCHEQUER RECEIPT

NIMEPOKHA KWA
Received from



KIASI
Amount

Shs.	
40	00

JUMLA YA SHILINGI (Kwa maneno)
The sum of Shillings (Words)

Goodwill (Tz) Ceramics Co. Ltd
Elfu nae tu

NA SENTI
And Cents

KWA MALIPO YA
In respect of

Stamp Duty

KWA FEDHA TASLIMU/HUNDI

KITUO - Station

NAMBA By Cash/Cheque No.

B/S

SAAHIHI YA MPOKHA - Accounting Officer's
Signature

CHEO - Title
Rna

TARIFE - Date
16/12/16

Morogoro