

TANGANYIKA

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



CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY

LEASEHOLD TITLE

DERIVATIVE RIGHTS

This is to certify that the annexed Certificate of Occupancy dated

the **16th** day of **JANUARY** 20**..23**.

is registered in the Land Registry under Title No. **15021 PWN**

Copies of the subsisting entries in the register are within

Dated the **17th** day of **FEBRUARY** 20**..23**.


HADIJA MILULU
ASST. Registrar of Title

Title No. **15021/1 PWN**

Description of registered land

All that Land known as Plot No. 9-11 Block 'A' situated at Mkiu area in Mkuranga District containing (408781) Square Meters shown for identification only edged black on the plan attached to this Certificate and Defined on the Registered survey plan numbered 161144 deposited on the Office of the Director for survey and Mapping at Dar Es Salaam.



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ENTRIES IN THE REGISTER

TITLE NO. 15021/1 PWN

No. 223225 Registered 15.2.23 at 02:34 PM
To SAPHIRE FLOAT GLASS (TANZANIA)
COMPANY LIMITED,
P.O. BOX 11049 DAR ES SALAAM.


Asst. Registrar of Titles

No. Registered atm
To.....

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Asst. Registrar of Titles



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TITLE No: 15021 PWP
 REGISTERED ON: 17-1-2022
 AT: 13:00 P.M.
 Senior Assi. Registrar of Titles

Land Form No. 22

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs: 647860/= Paid
 On Original Receipt Shs: 22336143476237
 of: 02/12/2022
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 15021
 L. O. No. 1071725.
 Ref. No. LD/PW/11135.

The 16th day of January Two thousand and Twenty Two.

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTER established under Act No. 26 of 1997 of P.O. Box 938, DAR ES SALAAM (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of Ninety nine (99) years from the first day of July, Two thousand and Twenty Two 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, 2023; shall hereafter pay rent of shillings Twelve million nine hundred fifty thousand four hundred (Tshs. 12,950,400/=) only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall: -
 - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupiers' expenses as assessed by the Director responsible for Surveys and Mapping.



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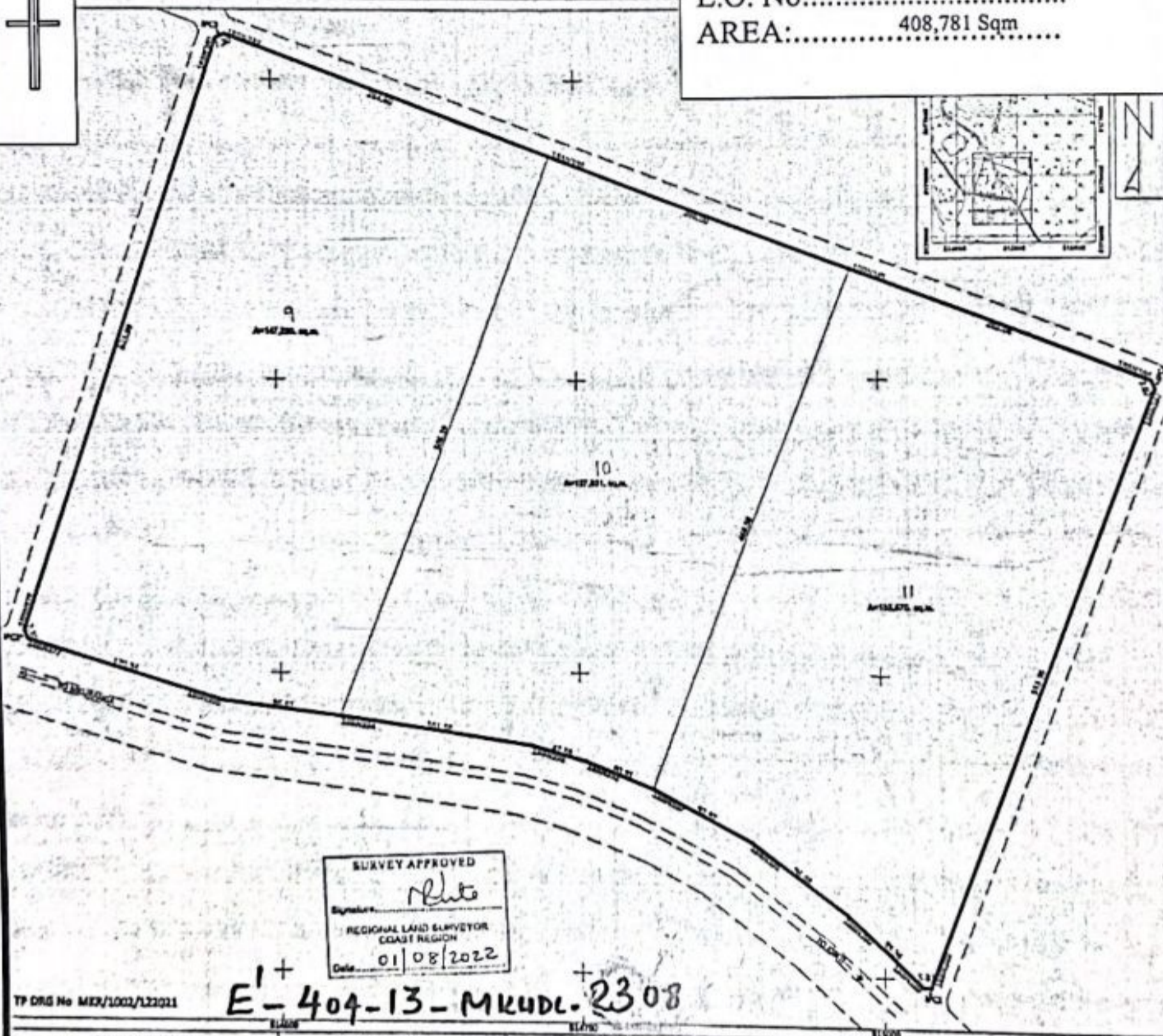
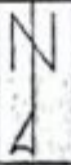
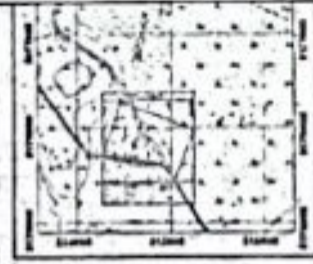
- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
 - (iii) Make sure building is in permanent materials.
 - (iv) Make sure building plans are submitted to the **Mkuranga District Council** within six months from the commencement of the Right.
 - (v) Make sure building construction begin within six months after approval of the plans.
 - (vi) Make sure building is completed within thirty six months from the day of commencement of the Right.
3. The Occupier shall further
- (i) Make and maintain of the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.
 - (ii) Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose.
 - (iii) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.
 - (iv) Fence the land with good quality fencing, car parking spaces shall be provide as required by the Authority. Loading unloading facilities shall be provided within the boundaries of the land.
4. **USER:** The land shall be used for **Special Industrial** purposes only. Use Group 'N' Use class (b) as defined in the Urban Planning (Use groups and Use Classes) Regulations 2018.
5. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
6. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
7. The President may revoke the right for good cause and or public interest.



MKURANGA DISTRICT

LOCALITY.....MKIU.....
 BLOCK.....A.....
 PLOT No.....9-11.....
 L.O. No:.....1071725.....
 AREA:.....408,781 Sqm.....

SURVEY OF PLOTS No. 9-11 BLOCK
 MKURANGA DISTRICT-COAST R



SURVEY APPROVED
 Signature: *[Signature]*
 REGIONAL LAND SURVEYOR
 COAST REGION
 Date: 01/08/2022

TP DRG No MEK/1002/122021

E¹-404-13-MKUDL-2308

<p>OFFICE RECORDS</p> <p>COMPS No. <u>E¹404</u></p> <p>MP No. <u>204/III/B</u></p> <p>STD SHEET No. <u>204/III</u></p> <p>ACTION CC</p> <p>PLAN No. E¹404/13</p>	<p>Scale: 1:2500</p> <p>Amendment made by</p> <p>(i) <u>Mesha V. N. (Plan no) 1-P-2022</u></p> <p>(ii) _____</p> <p>(iii) _____</p> <p>Photostat copies sent to</p> <p>(i) _____</p> <p>(ii) _____</p> <p>(iii) _____</p>	<p>Plan drawn by <u>S. Yasini</u></p> <p>I hereby certify that the survey presented by this plan was carried out in accordance with the survey regulations</p> <p>Date: <u>25th July 2022</u></p> <p style="text-align: right;"><i>[Signature]</i></p>
<p>This plan is prepared in accordance with Registered Plan No. <u>161144</u></p> <p>It is approved for purpose of the Land Registration Act 334</p> <p>For Director of Surveys and Mapping..... <i>[Signature]</i>Date <u>10/01/2023</u></p> <p>Ministry of Lands, Housing and Human Settlements Development, Dodoma</p>		
<p>The issue of this plan implies no guarantee or admission of title by the government</p>		



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SCHEDULE

ALL that Land known as Plot No. 9 - 11 Block 'A' situated at Mkiu in Mkuranga District containing four hundred eight thousand seven hundred eighty one (408781) square metres shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 161144 deposited at the Office of the Director for Surveys and Mapping at Dodoma.

Given under my hand and my official seal the day and year first above written.

ASSISTANT COMMISSIONER FOR LANDS

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

SEALED with the COMMON SEAL of the said TANZANIA INVESTMENT CENTER and DELIVERED in the presence of us this...23...day of...December....., 2022.

Name John M. Mwali

Signature * [Handwritten Signature]

Postal Address P. O Box 938 Dsm

Qualification Ag Executive Director

Name Godfrey Tavey Kilolo

Signature * [Handwritten Signature]

Postal Address P.O. Box 938 D'salem.

Qualification Legal Affairs Manager



LAND REGISTRY DAR-ES-SALAAM
DERIVATIVE RIGHT

Filed Document No.

223331

Date of Registration

15-02-23 time 02:34P.

SAPPHIRE FLOAT GLASS (TANZANIA)

COMPANY LIMITED of P.O. Box 11049 AM.

for a term of 99 yrs on the 1st July
2022 (Lease Hold Title No. 1502177 issued)

for Reg. Reg



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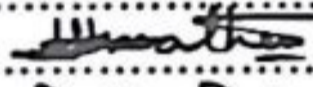
扫描全能王 创建

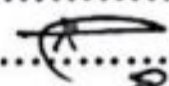
UNITED REPUBLIC OF TANZANIA
THE LAND REGISTRATION ACT (CAP 334)
APPLICATION FOR LEASEHOLD TITLE
(Land Registry- Dar es Salaam)

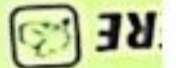
C.T. No: 15021 PWN
L.O. No: 1071725
Ref No. LD/PW/11135

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and SAPPHIRE FLOAT GLASS (TANZANIA) COMPANY LIMITED of P.O Box 11049 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 9-11 Block "A" situated at Mkiu in Mkuranga District Council 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.....⁰³.....]
day ofFebruary.....2023]

Name: John M. Mnali
Signature: 
Postal Address: P.O. Box 938 Dsm
Qualification: Ag Executive Director

Name: ALEXANDER MUMMANI
Signature: 
Postal Address: P.O. Box 938 Dsm
Qualification: SENIOR LEASE OFFICER



SEALED with the COMMON SEAL of the said]
SAPPHIRE FLOAT GLASS (TANZANIA)]
COMPANY LIMITED and DELIVERED]
in the presence of us this.....^{23RD}]
day of JANUARY2023]

Director Name: Wu QIQUAN
Signature: [Signature]
Postal Address: P.O. BOX 11049 DAR ES SALAAM
Qualification: DIRECTOR

2nd Director Name: YANG ZHEN
Signature: [Signature]
Company Postal Address: P.O. BOX 11069 DAR ES SALAAM
Secretary Qualification: DIRECTOR

Seal

FILED DOCUMENT No: 223330
REGISTERED ON: 15-02-2023
AT: 02:34 PM

[Signature]
Senior Ass. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 1000/- Paid
923038158788996
On Original Receipt Shs: 788996
of: 13-02-2023
[Signature]
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 500/- Paid
Receipt No: 923038158788996
of: 13-02-2023
[Signature]
Stamp Duty Officer



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)

C.T. No: 15021 PWN
L.O. No: 1071725
Ref No: LD/PW/11135

Made and entered into this.....^{23RD} day ofJANUARY.....2023

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

SAPPHIRE FLOAT GLASS (TANZANIA) COMPANY LIMITED

of P.O Box 11049 DAR ES SALAAM and having certificate of incentives No. 20228882 (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 15021 PWN in respect of land within Plot No. 9-11 Block "A" situated at Mkiu in Mkuranga District Council, 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 **July, Two Thousand and Twenty Two** and expiring on the **Thirtieth** day of **June, Two Thousand One Hundred and Twenty** 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 **Special Industry Purposes Only**; Use Group 'N' Use Class (b) defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 2018.

PART A: THE LESSEE SHALL:

1. **HAVING** paid in advance Land Rent up to June, 2023, thereafter continue to pay Tshs 12,950,400/= (Tanzania Shillings Twelve Million Nine Hundred Fifty Thousand Four Hundred) 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 and operating a project of Manufacturing of Float Glass and Glass 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.
 - iii. Fence the land with a good quality fencing, car parking spaces shall be provide as required by the Authority. Loading unloading facilities shall be provided within the boundaries of the land



5. 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.
6. Allow the lessor or any other authorized government officer to get access to the leased land for official duties.
7. SUBJECT to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
8. YIELD up the Lessor the Land and improvement in good order and condition upon determination of the Lease by affliction of time or otherwise.

PART B. THE LESSOR SHALL:

1. ENSURE that the Lessee paying rent and other charges hereby reserved in PART "A" Clause (1) hereof and complying with other terms and conditions hereinbefore contained shall peaceably and quietly hold and enjoy the land and improvements during the said term without interruption from the Lessor or any other person claiming under or in trust for the Lessor.
2. UPON breach by the Lessee of any of the foregoing terms and conditions re-enter upon the land and improvements thereon and forfeit the Lease and immediately thereupon the said term shall absolutely determine and whenever this power of re-entry and forfeiture shall arise the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach and requiring the Lessee to remedy the breach within the time to be specified in the said notice and also the action to be taken by the Lessor if the breach is not remedied within the specified period.

PART C: ARBITRATION

In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may commence arbitration proceedings in conformity with the provision of Section 23 of the Tanzania Investment Act, 1997 or under the provision of the Arbitration Ordinance, Cap 15 of the Laws of Tanzania.

We, the within-named **SAPPHIRE FLOAT GLASS (TANZANIA) COMPANY LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement



SCHEDULE

ALL that Land known as Plot No. 9-11 Block "A" situated at Mkiu in Mkuranga District Council, measuring four hundred eight thousand seven hundred eighty one two (408781) square metres, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 161144 deposited at the Office responsible for Surveys and Mapping at Dodoma.

SEALED with the COMMON SEAL of the said]
TANZANIA INVESTMENT CENTRE and]
DELIVERED in the presence of us this 03]
day of February 2023]

Name: John M. Mnali
Signature: *[Handwritten Signature]*
Postal Address: P.O. Box 938 Dsm
Qualification: Ag. Executive Director



Name: ALEXANDER MNTANI
Signature: *[Handwritten Signature]*
Postal Address: P.O. Box 938 DSM
Qualification: JENIOR LEASE OFFICER

SEALED with the COMMON SEAL of the said]
SAPPHIRE FLOAT GLASS (TANZANIA)]
COMPANY LIMITED and DELIVERED]
in the presence of us this 23RD]
day of JANUARY 2023]

Name: WU QIQUAN
Signature: *[Handwritten Signature]*
Postal Address: P.O. BOX 11049 DAR ES SALAAM
Qualification: DIRECTOR

Name: YANG ZHEN
Signature: *[Handwritten Signature]*
Postal Address: P.O. BOX 11049 DAR ES SALAAM
Qualification: DIRECTOR



FILED DOCUMENT No: 223331
REGISTERED ON: 15-02-2023
AT: 02:34 PM.


Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 1000/= Paid
On Original Receipt No: 923038158788996.
of: 13-02-2023.

Stamp Duty Collector

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 500/= Paid
Receipt No: 923038158788996.
of: 13-02-2023.

Stamp Duty Collector



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