

TANGANYIKA

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



CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY

LEASEHOLD TITLE

This is to certify that the annexed Certificate of Occupancy dated

the **05th** day of **August** 20**22**.

is registered in the Land Registry under Title No. **12363 PWN**

Copies of the subsisting entries in the register are within

Dated the **23rd** day of **November** 20**22**.


EDWARD MAKORI
Asst. Registrar of Title

Title No. **12363/ 1 PWN**

Description of registered land

All that Land known as Plot No. 121 block M situated at Misugusugu in Kibaha Township containing one decimal point four seven six (1.476) Hektor shown for identification only edged Black on the plan attached to this certificate and defined on the registered survey plan numbered 106552 deposited at the office of the Director for surveys and Mapping at Dar ES salaam.

No. 221950 Registered 15.11.22 at 02:29pm m
To TALEFA GAS TANZANIA LIMITED
P.O. BOX 77578
DAR ES SALAAM.



Asst. Registrar of Titles

No. Registered at m

To.....

Asst. Registrar of Titles

No. Registered at m

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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: 12363 Pw

Land Office Number: 1071599

Land: PLOT NO. 121 BLOCK 'W' AT MISUCUSUGU IN KIBAHA TOWNS

Term: NINETY NINE (99) YEARS

TITLE No. **12363**
 REGISTERED ON **10-8-2022**
 AT **02:30 P**

Ottamu
 Senior Ass. Registrar of Titles

Land Form No. 22
 TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs: **32,103,901** Paid
92214011384529
 On Original Receipt Shs:
 of: **30.6.2022**
Ottamu.
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs: **100** Paid
 Receipt No: **92214011384529**
 of: **30.6.2022**
Ottamu.
 Stamp Duty Officer

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. **12363** *km*
 L. O. No. 1071599.
 Ref. No. LD/PW/1940.

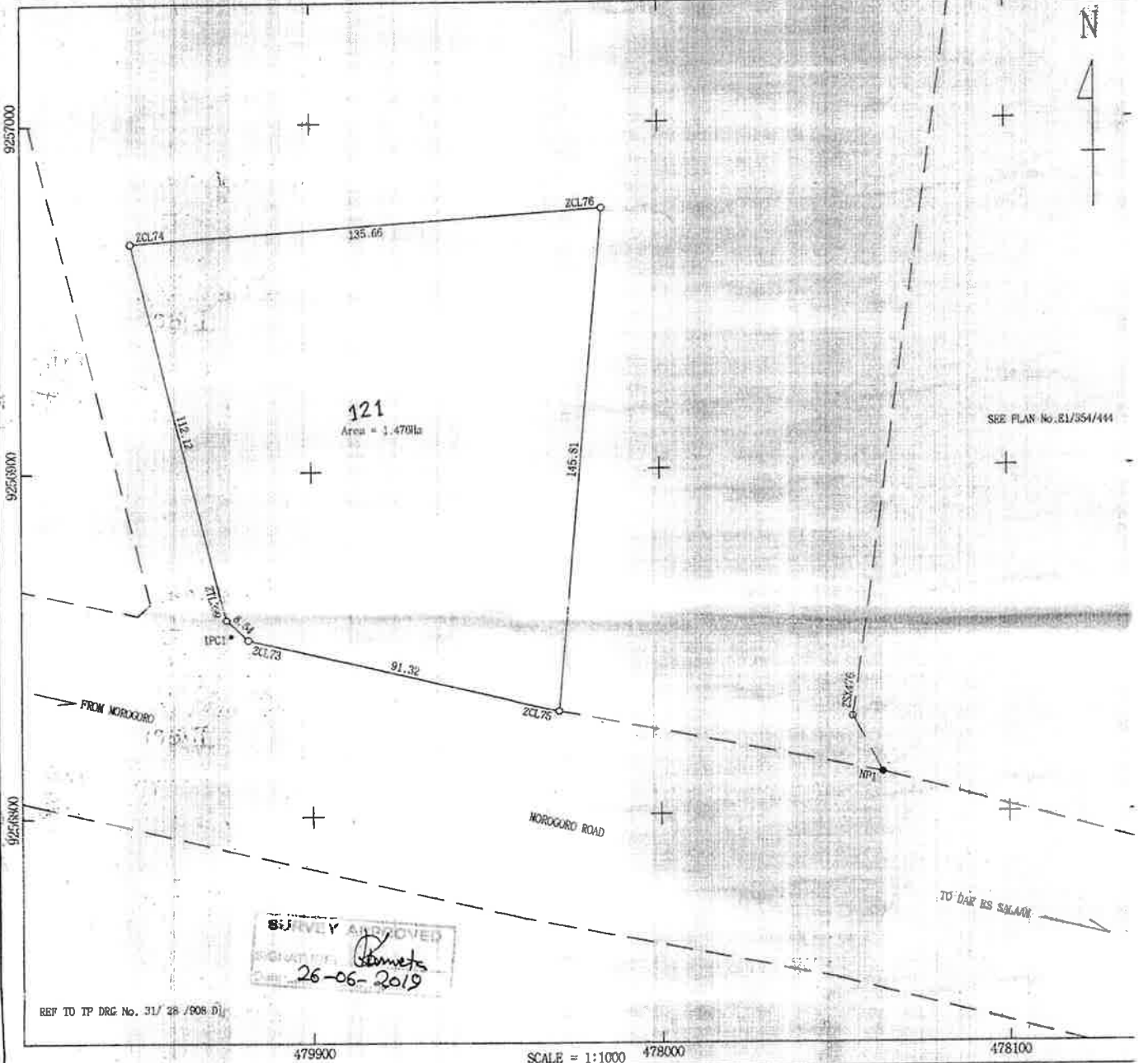
The *5th* day of *August* Two thousand and Twenty Two.

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 **April, Two thousand and Nineteen** 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 hereafter pay rent of shillings **Six hundred thirty five thousand two hundred seventy eight (Tshs. 635,278/=)** only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall: -
 - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupiers' expenses as assessed by the Director responsible for Surveys and Mapping.

- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
 - (iii) Building to be in permanent materials.
 - (iv) Building plans to be submitted to the **Kibaha 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 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.
 - (v) Preparation of detailed planning schemes within the proposed Industrial Park and the same must be approved by **Kibaha District Council**.
4. **USER:** The land shall be used for **Industrial – Service Trade** purposes only. Use Group 'M' Use class (a) 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.

SURVEY OF PLOT No. 121 BLOCK M AT MISUGUSUGU MIOMBONI
KIBAHA TOWN - COAST REGION



COMPS No. E'354R
M.P No. 185/A/6
S.T.D SHEET No. 185/II
ACTION BY CC.....
PLAN No E'354/466

AMENDMENT MADE BY
1. G. Kamete (plot no) 20/6/09
2.....
3.....

PHOTOSTAT COPIES SENT TO
1.....
2.....
3.....

Plan drawn by Andrew F. Jenga
I hereby certify that the survey represented by this plan was carried out in accordance with the survey regulation.
Date 03-06-2019
LICENCED LAND SURVEYOR Kamete
GEOSPATIAL LAND CONSULT LTD
Registered Plan No 106552

SCHEDULE

Miombari

~~121~~

ALL that Land known as Plot No. 121 Block 'M' situated at Misugusugu in Kibaha Township containing one decimal point four seven six (1.476) hectares shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 106552 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.

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 25 day of July, 2022.

Name John M. Mwali

Signature [Handwritten Signature]

Postal Address P. O. Box 938 Dsm

Qualification Ag Executive Director

Name ALEXANDER MNYANI

Signature [Handwritten Signature]

Postal Address P. O. Box 938
DAR - ES - SALAM

Qualification SENIOR LEGAL OFFICER



← SIGN

LAND REGISTRY DAR - ES - SALAAM
DERIVATIVE RIGHT

Filed Document No. 221950

Date of Registration 15.11.2022 time 02:29 pm

TO TAIFA GAS TANZANIA LIMITED

P.O. BOX 77578, DAR-ES-SALAAM

W.E.F 1st APRIL 2022 FOR TERM 98 YEARS

LEASEHOLD TITLE NO.

12363/1 PWN + ~~CGED~~

Senior Assn. Registrar of Titles

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

C.T. No:12363 PWN
L.O. No: 1072599
Ref. No. LD/PW/1940

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and TAIFA GAS TANZANIA LIMITED of P.O Box 77578 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 121 Block 'M' situated at Misugusugu in Kibaha Town 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.....^{30th}]
day of^{Sept}.....2022]

Name: John M. Mwalu
Signature: [Signature]
Postal Address: P.O Box 938 Dar
Qualification: Ag. Executive Director

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



SEALED with the COMMON SEAL of the said]
TAIFA GAS TANZANIA LIMITED and]
DELIVERED in the presence of us this.....]
day of2022]

Name: HAMISI RAMADHANI
Signature: [Signature]
Postal Address: 77578 DSM
Qualification: MANAGING DIRECTOR

Name: OMID KARAMBEK
Signature: [Signature]
Postal Address: 77578 DSM
Qualification: COMPANY SECRETARY



5 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)

C.T. No: 12363 PWN

L.O. No: 1071599

Ref No. LD/PW/1940

Made and entered into this.....day of2022

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

TAIFA GAS TANZANIA LIMITED

of P.O Box 77578 DAR ES SALAAM and having certificate of incentives No. 060281-02 (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. 12363 PWN in respect of land within Plot No. 121 Block 'M' situated at Misugusugu in Kibaha Town 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 **April, Two Thousand and Twenty Two** and expiring on the **Thirty First** day of **March, 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 **Service Industry Purposes Only**; Use Group 'M' Use Classes (a) 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 635,278/= (Tanzania Shillings Six Hundred Thirty Five Thousand Two Hundred Seventy Eighty) 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 Constructing and Operating Bulk Gas Storage Facilities and Establishing Distribution Stations in All Regions **within thirty-six months** from the date of signing of this Derivative Right. To that end, the lessee shall;
 - (i) Submit building plans to the **Kibaha Town Council** within six months from the commencement of this lease.
 - (ii) Begin construction of building(s) in permanent materials within six months after the approval of the plans.
 - (iii) Complete construction within thirty six months from the day of commencement of this lease.
4. **BE RESPONSIBLE** for:
 - i. The protection of all beacons on the Land throughout the term of the Lease. Missing beacons will have to be re-established at any time at the Lessee's expenses as assessed by the Director responsible for Surveys and Mapping.
 - ii. Preserving the environment and protecting the soil against soil erosion: and do all things which may be required by the authorities responsible for environment, to achieve such objective.
 - iii. Fence the land with a good quality fencing, car parking spaces shall be provide as required by the Authority. Loading unloading facilities shall be provided within the boundaries of the land

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 **TAIFA GAS TANZANIA LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.


SCHEDULE

ALL that Land known as Plot No. 121 Block 'M' situated at Misugusugu in Kibaha Town Council, measuring one decimal point four seven six (1.476) Hectares shown for identification only edged red registered on the plan attached to Lease Agreement and defined on the registered Survey Pplan Numbered 106552 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.


SEALED with the COMMON SEAL of the said]
TANZANIA INVESTMENT CENTRE and]
DELIVERED in the presence of us this... 30th]
day of ... Sept2022]


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





Name: ALEXANDER MUTANI
Signature: 
Postal Address: P.O. Box 938 DSM
Qualification: SENIOR LEAD OFFICER


SEALED with the COMMON SEAL of the said]
TAIFA GAS TANZANIA LIMITED and]
DELIVERED in the presence of us this.....]
day of2022]


Name: HAMISI RAMADHANI
Signature: 
Postal Address: 77578 DSM
Qualification: MANAGING DIRECTOR

Name: GRIND KARAMECK
Signature: 
Postal Address: 77578 DSM
Qualification: COMPANY SECRETARY

FILED DOCUMENT No: 221950
REGISTERED ON: 15.11.2022
AT: 02:29 pm

Senior Asst. Registrar of Titles



TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 1000/- Paid
On Original Receipt Shs: 922279130745620
of: 06.10.2022

Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 500/- Paid
Receipt No: 922279130745620
of: 06.10.2022

Stamp Duty Officer

ENTRIES IN THE REGISTER

TITLE NO.

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Asst. Registrar of Titles

No. Registered atm

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