

TANGANYIKA

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



CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY

LEASE HOLD TITLE

/Copy of

This is to certify that the annexed Certificate of Occupancy dated
the 05th day of June, 2023..

is registered in the Land Registry under Title No. FWN 17460

Copies of the subsisting entries in the register are within

Dated the 28th day of June 2022...


HADIZA MPLULU

ASST: Registrar of Title

Title No. FWN 17460/1

Description of registered land

All that Land known as Plot No. 125 Block 'M' situated at MISUGUSUGU Area in KIBAHA TOWNSHIP containing Fifty Two Thousand Fifteen (52051) Square Metres shown for identification only edged black on the Plan attached to this Certificate and defined on the Registered survey Plan Numbered 167556 deposited on the office of the Director for Surveys and Mapping at DAR ES SALAAM.

ENTRIES IN THE REGISTER

TITLE NO.

PWN 17460/1

FD No. 225510 Registered 16.6.2023 at 10:50AM m
To TAIFA GAS TANZANIA LIMITED,
P.O. BOX 77578,
DAR ES SALAAM.


Asst. Registrar of Titles

No. Registered atm

To.....

Asst. Registrar of Titles

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Asst. Registrar of Titles



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: 17460 PWN
L.O. No: 1071772
Ref No. LD/PW/12100

Made and entered into this.....day of2023

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. 17460 PWN in respect of land within **Plot No. 125 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 **October, Two Thousand and Twenty Two** and expiring on the **Thirtieth** day of **September, 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 **General Industrial Purposes Only**; Use Group 'O' 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 2,028,585/= (Tanzania Shillings Two Million Twenty Eight Thousand Five Hundred Eighty Five) 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 for manufacturing of LPG Cylinders, Tanks Assembling of LPG, Consumer Trucks and other LPG Accessories **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. 125 Block 'M' situated at Misugusugu in Kibaha Town Council, measuring Fifty Two Thousand Fifteen (52015) Square Metres shown for identification only edged red registered on the plan attached to Lease Agreement and defined on the registered Survey Pplan Numbered 167556 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...18th]
day ofMAY.....2023]

Name:GILGAD JERI.....
Signature:
Postal Address:938 DSM.....
Qualification:EXECUTIVE DIRECTOR.....

Name:ALEXANDER MUYANI.....
Signature:
Postal Address:P.O. BOX 938 DSM.....
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 of2023]

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

Name:OTMID WARAMBELE.....
Signature:
Postal Address:77578 DSM.....
Qualification:COMPANY SECRETARY.....

FILED DOCUMENT No: 225510.

REGISTERED ON: 16-06-2022

AT: 10:50 AM.



[Handwritten signature]

Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.

Stamp Duty Shs: 1000/- Paid

On Original Receipt Shs: 923165183929915

of: 16-06-2022

[Handwritten signature]

Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.

Stamp Duty Shs: 500/- Paid

Receipt No: 923165183929915

of: 16-06-2022

[Handwritten signature]

Stamp Duty Officer

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

C.T. No.: 17460 A/W
L.O. No: 1071772
Ref. No. LD/PW/12100

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. 125 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.....18TH.....]
day ofMAY.....2023]

Name: GILEAD TERI
Signature: Gilead Teri
Postal Address: 938 DSM
Qualification: EXECUTIVE DIRECTOR

Name: ALEXANDER MUYANI
Signature: [Signature]
Postal Address: P.O. Box 938 DSM
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 of2023]

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


Name: ONIDA ICAMAMBECK]
Signature: [Signature]]
Postal Address: 77578 DSM.]
Qualification: COMPANY SECRETARY]

FILED DOCUMENT No: 225511
REGISTERED ON: 16-06-2023
AT: 10:50 AM.
[Signature]
Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 1000/- Paid
923165183929915.
On Original Receipt Shs:
of: 16-06-2023
[Signature]
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 500/- Paid
923165183929915
Receipt No:
of: 16-06-2023
[Signature]
Stamp Duty Officer

TITLE No. 17460 PWN
 REGISTERED ON: 5/6/23
 AT: 01:00 P M
 J. Otmani.
 Senior Assi. Registrar of Titles



Land Form No. 22

TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs: 10,449/- Paid
 923045160131348
 On Original Receipt Shs:
 of: 14/2/23
 J. Otmani.
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 17460 PWN
 L. O. No. 1071772.
 Ref. No. LD/PW/12100.


The 5th day of June Two thousand and Twenty Three.

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 (99) years from the first day of October, 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 Two million twenty eight thousand five hundred eighty five (Tshs. 2,028,585/=) 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.

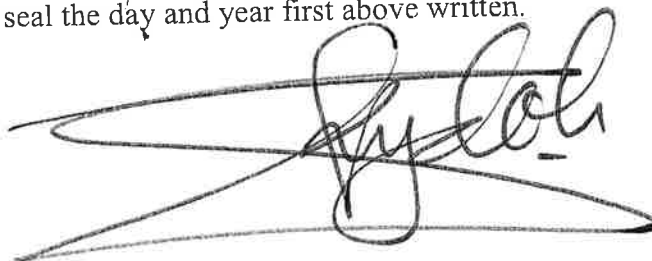
- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
 - (iii) Make sure building is in permanent materials.
 - (iv) Make sure building plans are submitted to the **Kibaha 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 **General Industries** purposes only. Use Group 'O' 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.

SCHEDULE

Miyambani 

ALL that Land known as Plot No. 125 Block 'M' situated at Misugusugu in Kibaha Township containing fifty two thousand fifteen (52015) square metres shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 167556 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.

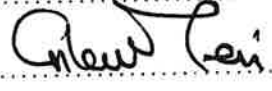


ASSISTANT COMMISSIONER FOR LANDS

The within named TANZANIA INVESTMENT 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 13th day of MAY, 2023.

Name GILFAD TERU

Signature 

Postal Address 938 DSM

Qualification EXECUTIVE DIRECTOR

Name ALEXANDER NYAMANI

Signature 

Postal Address P.O. Box 938 DSM

Qualification SENIOR LEGAL OFFICER



LAND REGISTRY DAR-ES-SALAAM

DERIVATIVE RIGHT

Plot No. 225510

Date of Registration 16.06.23 Time 10:50A

TALFA GAS TANZANIA LIMITED

OF P.O. BOX 77578, D' SALAAM.

for a term of 98 yrs on the 1st October, 2022. Lease hold

TIME NO. 174601 issued

Registrar Assn. Registrar of Land

TITLE NO.

No. Registered atm
To.....

No. Registered atm
To.....

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Asst. Registrar of Titles

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