

TANGANYIKA

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



LEASE HOLD
CERTIFICATE OF TITLE TO ~~RIGHT OF OCCUPANCY~~

/ copy of Lease


This is to certify that the annexed ~~Certificate of Occupancy~~ dated

the **23rd** day of **March** 20..19

is registered in the Land Registry under Title No. **183763**

Copies of the subsisting entries in the register are within

Dated the **29th** day of **July** 20..19


BRENDA KURINGE
Asst. Registrar of Title

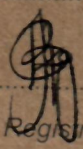
Title No. **183763/1**

Description of registered land.

All that Land known as Plot No. 16 'D' situated in Zegereni Kibaha Township containing Three Decimal Point Five Three Four (3534) Hector shown for identification only edged Black on the plan attached to this Certificate and Defined on the Registered Survey Plan Numbered 98179 deposited on the Office of the Director for Surveys and Mapping at Dar es Salaam.

ENTRIES IN THE REGISTER
TITLE NO. 183763/1

FD No. 203369 Registered 16.7.2019 at 11:15 AM
To. BNBM BUILDING MATERIALS INDUSTRY
(TANZANIA) LTD.
P.O. BOX 938 - DAR ES SALAAM.



Asst. Registrar of Titles

No. Registered at m

To.

Asst. Registrar of Titles

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To.

TITLE No. 183763
REGISTERED 25-4-2019
At 9:00 Am.
LAND REGISTRY
TANGANYIKA
Asst. Registrar of Titles

Land Form No. 22

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs: 69400/= Paid
Receipt No: 99014558003
of: 26-03-2019
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY


(Under Section 29)

Title No: 183763
L.O. No. 907686.
L. D. No. 365908.

The 23rd day of April Two thousand and Nineteen.

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 **January, 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 thereafter pay rent of shillings **one million three hundred seventy eight thousand one hundred four (1,378,104/=)** 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

- 
- (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 shall be in permanent materials.
 - (iv) Building plans to be submitted to the **Kibaha Township Authority** 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 a good quality fencing, car parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided within the boundaries of the land.
4. **USER:** The land shall be used **Light Industrial** purposes only, Use Group '**M**' Uses classes **(a)**, **(b)** and **(c)** as defined in the Urban Planning Act, 2007, 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 all premia, taxes and dues prescribed in connection with the disposition.
7. The President may revoke the right for good cause or in public interest.

SCHEDULE

ALL that Land known as Plot No. 16 Block 'D' situated at Zegereni in Kibaha Township containing three decimal point five three four (3.534) Hector shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 98179 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.

[Handwritten signature]

ASSISTANT COMMISSIONER FOR LANDS

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

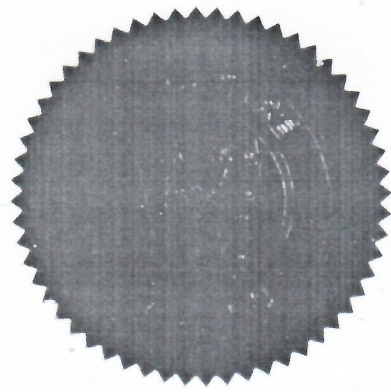
SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE and)
DELIVERED in the presence of us)
this.....15th..... day ofAPRIL....., 2019.)

Signature.....*[Handwritten signature]*.....)

Postal Address: P.O.Box 938)

DAR - ES - SALAAM)

Qualification: EXECUTIVE DIRECTOR)



Signature.....*[Handwritten signature]*.....)

Postal Address: P.O.Box 938)

DAR - ES - SALAAM)

Qualification: SENIOR LEGAL OFFICER)

LAND REGISTRY DAR - ES - SALAAM

LEASE

203369

Filed Document No.

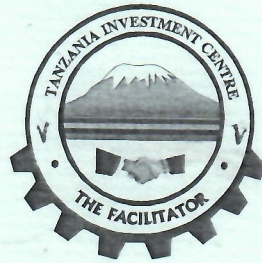
Date of Registration

16/7/2019, 11:15AM

BNBM BUILDING MATERIAL INDU-
STRY (TANZANIA) LTD. FOR A TERM
OF 98 YRS FROM 1st Jan 2019

LEASE HOLD FILE
183763 | 1
Issued: —





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: 183763

L.O. No: 907686

LD. No: 365908

Made and entered into this.....day of2019

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

BNBM BUILDING MATERIALS INDUSTRY (TANZANIA) LTD

of P.O Box 31299 KIBAHA and having certificate of incentives No. **018149** (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. **183763** in respect of land within Plot No. **16** Block "**D**" situated at **Zegereni** in **Kibaha Township**, 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 **January, Two Thousand and Nineteen** and expiring on the **Thirty First** day of **December, Two Thousand One Hundred and Sixteen** 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 **Light Industry Only Purposes Only**; Use Group 'M' Use Class **(a), (b) and (c)** defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

PART A: THE LESSEE SHALL:

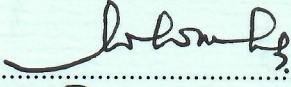
1. **HAVING** paid in advance Land Rent up to June, 2019, thereafter continue to pay Tshs **1,378,104/=** (Tanzania Shillings One Million Three Hundred Seventy Eight Thousand One Hundred Four) or any other amount as assessed by the Commissioner for Lands or Authorised Officer being annual Land Rent, 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 a project of Manufacturing Gypsum Boards **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 Township** 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.

We, the within-named **BNBM BUILDING MATERIALS INDUSTRY (TANZANIA) LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.


SCHEDULE

ALL that Land known as Plot No. 16 Block "D" situated at **Zegereni** in **Kibaha Township**, measuring **Three Decimal Five Three Four (3.534) Hectors**, shown for identification only edged **black** on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **98179** deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

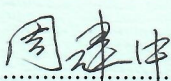
SEALED with the COMMON SEAL of the said]
TANZANIA INVESTMENT CENTRE and]
DELIVERED in the presence of us this^{4TH}]
day of **JULY**2019]

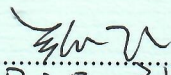
Signature.....
Postal Address..... **P.O. Box 988 DSM**
Qualification..... **EXECUTIVE DIRECTOR**



Signature.....
Postal Address..... **P.O. Box 988 DSM**
Qualification..... **SENIOR LEASE OFFICER**

SEALED with the COMMON SEAL of the said]
BNBM BUILDING MATERIALS INDUSTRY]
(TANZANIA) LIMITED and]
DELIVERED in the presence of us this.....day]
of.....2019]

Signature.....
Postal Address..... **P.O. Box 31299 DSM**
Qualification..... **Director**

Signature.....
Postal Address..... **P.O. Box 31299 DSM**
Qualification..... **Operational Director**



FILED DOCUMENT No. 203369

REGISTERED ON 16/7/2019

AT 11:15 AM



[Signature]
Senior Assn Registrar of Titles

TANGANYIKA STAMP DUTY ACT.

Stamp Duty Shs: 1000/- Paid

Receipt No: 99021171455

of: 16.07.2019

[Signature]
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.

Stamp Duty Shs: 500/- Paid

Receipt No: 99021171455

of: 16.07.2019

[Signature]
Stamp Duty Officer



ENTRIES IN THE REGISTER
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