

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~~the **23<sup>rd</sup>** day of **April** 20...**19**is registered in the Land Registry under Title No. **183764**

Copies of the subsisting entries in the register are within

Dated the **29<sup>th</sup>** day of **July** 20...**19**

  
 - **BRENDA KURINGE**  
 Asst. Registrar of Title

Title No. **183764/1**

Description of registered land.

All that Land known as Plot No. 15 'D' situated in Zegerehi Kibaha Township containing Fifteen Thousand One Hundred Fifty One (15151) Square Meters shown for identification only edged Black on the plan attached to this Certificate and Defined on the Registered Survey Plan Numbered 97617 deposited on the Office of the Director for Surveys and Mapping at Dar es Salaam.

ENTRIES IN THE REGISTER  
TITLE NO. 1183764/1

FD.No. 203373 Registered 16.7.2019 01:19 PM  
To BNB 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

No. Registered at m  
To

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To

No. Registered at m  
To

TITLE No. 183764  
REGISTERED 25-4-2019  
AT 9:00 Am  
REGISTRAR OF TITLE

Land Form No. 22

TANZANIA STATE DUTY ACT,  
29884/- Paid  
Receipt Shs: 99014557832  
26-03-2019  
SENIOR LAND OFFICER

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 183764  
L. O. No. 907691.  
L. D. No. 365895.

The 24th day of April Two thousand and Nineteen.

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** 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 hereafter pay rent of shillings **five hundred ninety thousand eight hundred eighty nine (590,889/=)** 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 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 provide as required by the Authority. Loading unloading facilities shall be provided within the boundaries of the land.
4. **USER:** The land and the existing buildings erected thereon shall be maintained and the same shall be used for **Light Industrial** purposes only. Use Group 'M' use classes (a), (b) and (c) as defined in the Urban Planning Act No. 8, 2007 (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 or in public interest.



### SCHEDULE

ALL that Land known as Plot No. 15 Block 'D' situated at Zegereni in Kibaha Township containing fifteen thousand one hundred fifty one (15151) square metres shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 97617 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 15<sup>TH</sup> day of APRIL 2019. )

Signature: *[Handwritten Signature]* )

Postal Address: P.O. BOX 738 )

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

Filed Document No. 203373

Date of Registration 16.07.2019 1:09PM

TO: BNB BUILDING MATERIALS IND-  
P: O BOX 31399  
USTRY (TANZANIA) LTD. FOR A TE-  
KIBATA  
RMS of 98 YRS FROM 1 JAN 2019

LEASE HOLD TITLE  
183764/1  
Issued. 



21 TFN -833



**TANZANIA INVESTMENT CENTRE**

**LEASEHOLD AGREEMENT**

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

12

Land Form No. 56

**TANZANIA INVESTMENT CENTRE****THE LAND ACT**

(No. 4 of 1999)

**DERIVATIVE RIGHT**

(Under Section 20)

**C.T. No: 183764****L.O. No: 907691****LD. No: 365895**

Made and entered into this.....day of .....2019

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 (hereinafter 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. 183764 in respect of land within Plot No. 15 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 **590,889/=** (Tanzania Shillings Five Hundred Ninety Thousand Eight Hundred Eighty Nine) 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.

3. **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.
4. Allow the lessor or any other authorized government officer to get access to the leased land for official duties.
5. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
6. **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 **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. 15 Block "D" situated at Zegereni in Kibaha Township, measuring **Fifteen Thousand One Hundred Fifty One (15151) Square metre**, shown for identification only edged **black** on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **97617** 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.....<sup>4TH</sup> ]  
day of ..... JULY ..... 2019 ]

Signature..... [Handwritten Signature]  
Postal Address..... P.O. Box 937 DSM  
Qualification..... EXECUTIVE DIRECTOR

Signature..... [Handwritten Signature]  
Postal Address..... P.O. Box 937 DSM  
Qualification..... SENIOR CERAL 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..... [Handwritten Signature]  
Postal Address..... P.O. Box 31299 DSM  
Qualification..... Director

Signature..... [Handwritten Signature]  
Postal Address..... P.O. Box 31299 DSM  
Qualification..... Operational Director



FILED DOCUMENT No. 203372  
 REGISTERED ON 16/7/2019  
 AT 01:59 PM



*[Signature]*  
 Registrar of Titles

TANGANYIKA STAMP DUTY ACT.  
 Stamp Duty Shs: 1000/= Paid  
 Receipt No: 99019598062  
 of: 27.06.2019

*[Signature]*  
 Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.  
 Stamp Duty Shs: 500/= Paid  
 Receipt No: 99019598062  
 of: 27.06.2019

*[Signature]*  
 Stamp Duty Officer

Wondershare  
 PDFelement

Registered.....at.....m

No.....Registered.....

Remove Watermark



Wondershare  
PDFelement

To.....

*Asst. Registrar of Titles*

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