



CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY

S. 18(1) LEASE

This is to certify that the annexed Certificate of Occupancy dated

the 2nd day of January, 2018.

is registered in the Land Registry under Title No. 168322

Copies of the subsisting entries in the register are within

Dated the 18th day of January, 2018.

*[Signature]*

REGISTRAR OF TITLE

Certified true Copy of the Original  
Sign: *[Signature]* Date: *[Signature]*  
TUNU MBARAK ALAUDIN  
Advocate Notary Public & Commissioner for Oaths

Title No. 168322/1

Description of registered land.  
All that land known as Plot No. 1010/3/2 situated at Buguruni in Ilala Municipality containing 0.15 acres and shown for identification by a red on the plan attached to this lease agreement registered under the title document number 164314 annexed hereto and defined on the registered survey plan number 2072 deposited in the office of the Director for Survey and Mapping at Dar es Salaam.

7D.

No 194018 Registered at m  
02.01.2018 9:49AM  
To BELTING NEW BUILDING MATERIALS  
(T) LIMITED,  
P.O. BOX 75753, DA R ES SALAA M

Asst. Registrar of Titles

No ..... Registered ..... at ..... m  
To .....

Asst. Registrar of Titles

Certified true Copy of the Original  
Sign: No. Date: 20/1/2018  
TUNU MBARAK ALAUDIN  
Advocate, Notary Public & Commissioner for Oaths

No ..... Registered ..... at ..... m  
To .....

Asst. Registrar of Titles

No ..... Registered ..... at ..... m  
To .....

Asst. Registrar of Titles

No ..... Registered ..... at ..... m  
To .....

Asst. Registrar of Titles

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To .....

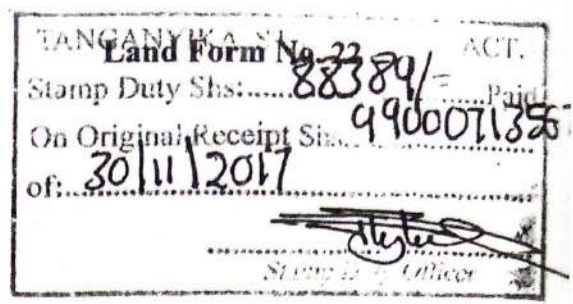
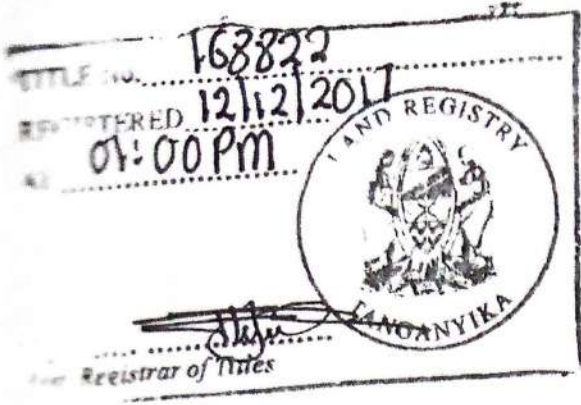
Asst. Registrar of Titles

No ..... Registered ..... at ..... m  
To .....

Asst. Registrar of Titles

No ..... Registered ..... at ..... m  
To .....

Asst. Registrar of Titles



THE UNITED REPUBLIC OF TANZANIA  
THE LAND ACT, 1999  
(NO. 4 OF 1999)



CERTIFICATE OF OCCUPANCY

Certified true Copy of the Original  
(Under Section 29)  
Date: 20/12/2017  
Sign: TUNU MBARAK ALAUDIN  
Advocate, Notary Public & Commissioner for Oaths

Title No. 168822  
L.O. No. 906795.  
L.D. No. 345858.

The 11th day of December Two thousand and Seventeen.

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 Occupiers") are 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 October, Two thousand and seventeen 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 Occupiers having paid rent up to the thirtieth day of June, 2018; shall hereafter pay rent of shillings one million three hundred twenty five thousand nine hundred ninety two and fifty cents (1,325,992.50) 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 Occupiers 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.

- (i) 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.
  - (ii) Maintain on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the **Ilala Municipal Council** (hereinafter called "the Authority").
  - (iv) At all times during the term of the Right have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands (hereinafter called "the Commissioner").
  - (v) Not erect or commence to erect on the land buildings except in accordance with building plans and specifications which shall have been first approved by the Authority.
  - (vi) Approval of plans of any building by the Authority shall not imply that the construction of such a building will satisfy the occupier's obligation under the conditions of the Right and shall not imply waiver or modification of any condition in the Right.
3. **USER:** The land shall be used for **Commercial** purposes only. Use Group 'L' use class (a), Use Group 'M' use classes (a) and (c), Use Group 'T' use class (b), Use Group 'R' use class (a) and Use Group 'Q' use classes (c) and (d) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as **amended in 1993**.
  4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
  5. 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.
  6. The President may revoke the right for good cause and in public interest.

SCHEDULE

ALL that Land known as Plot No. 1010/3/2 situated at Buguruni in Ilala Municipality containing eight thousand four hundred nineteen (8419) square meters shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 88752 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.

Certified true Copy of the Original  
Sign: *T* Date: 04/12/2017  
TUNU MBARAK ALAUDIN  
Advocate, Notary Public & Commissioner for Oaths

*Tunu Mbarak Alaudin*  
ASSISTANT COMMISSIONER FOR LANDS

We, 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 04 day of 12, 2017. )

Signature: *X. Mbaraka* )

Postal Address: P.O. Box 938 )  
DAR ES SALAAM )

Qualification: EXECUTIVE DIRECTOR )

Signature: *[Signature]* )

Postal Address: P.O. Box 938 )  
DAR ES SALAAM )

Qualification: LEGAL AFFAIRS MANAGER )



LAND REGISTRY DAR - LG - SAKHAM

LEASE

Filed Document No. 194014

Date of Registration 11.1.18 time 9.48 am

To BEIJING NEW BUILDING MATERIAL

(P) LIMITED OF PO BOX 75753 NAIROBI

For term of 98 Yrs Comm. 1st Sept 2015

Sub-lease 168822/1

Issued



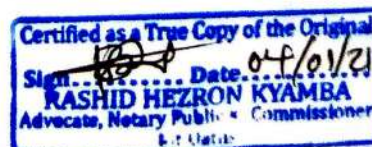
Certified true Copy of the Original  
Sign:  Date: 16/1/18  
TUNU MBARAK ALAUDIN  
Advocate Notary Public & Commissioner for Oaths



## 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)

**Title No. 168822**  
**L.O. No. 906795**  
**LD No. 345858**

Made and entered into this... 02 ... day of ..... 01 ..... 2018

BETWEEN

**TANZANIA INVESTMENT CENTRE**

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

**BEIJING NEW BUILDING MATERIALS (T) LIMITED**

of P.O Box 75753 DAR ES SALAAM and having certificate of incentives No. 061547 (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. **168822** in respect of land within **Plot No. 1010/3/2**, situated at **Buguruni** in **Ilala Municipality** 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 seventeen** and expiring on the of **thirtieth** day of **September, two thousand one hundred and fifteen** 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 **Commercial** purposes only; Use Group 'L' use class (a), Use Group 'M' use classes (a) and (c), Use Group 'T' use class (b), Use Group 'R' use class (a) and Use Group 'Q' use classes (c) and (d), as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

Certified as a True Copy of the Original  
Sign: [Signature] Date: 04/01/21  
**RASHID HEZRON KYAMBA**  
Advocate, Notary Public & Commissioner  
for Oaths

**PART A: THE LESSEE SHALL:**

1. **HAVING** paid in advance Land Rent amounting to Tanzania Shillings 1,325,992.50 plus ten per cent thereto (i.e **TZS 132,599.00**) as TIC facilitation fees; continue to pay annual Land Rent as assessed by the Commissioner for Lands or respective Authorized Officer, payable on the first day of July in every year of the term without deduction.
2. **BE** liable to pay any and all costs arising herefrom 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. **MAINTAIN** on the land all existing buildings (hereinafter called "the buildings") designed in permanent materials, for service industrial use and approved by the **Ilala Municipal Council** (hereinafter called "the Authority").
4. **WHERE** necessary and permissible, to erect more building(s) in accordance with building plans and specifications, that shall have been first approved by the authority.
5. **BE RESPONSIBLE** for:
  - i. 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.
  - ii. 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.
6. **HAVE** permanent exclusive rights to the leased land, against all persons other than the Lessor and authorized government officers, who seek access to the leased land for official duties.
7. **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.
8. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
9. **YIELD** up the Lessor the Land and improvement in good order and condition upon determination of the Lease by affliction of time or otherwise.

*Handwritten signature*

*Handwritten initials and signature*

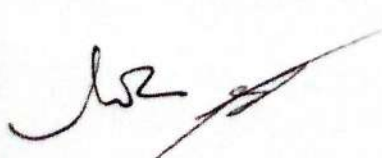
**PART B. THE LESSOR SHALL:**

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 **BEIJING NEW BUILDING MATERIALS (T) LIMITED**, hereby accept the terms and conditions contained in the forgoing Lease Agreement.



**SCHEDULE**

ALL that Land known as **Plot No. 1010/3/2** situated at **Buguruni** in **Ilala Municipal Council** measuring **eight thousand four hundred ten (8410) square metres**, shown for identification only edged **black** on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **88752** deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

**SEALED** with the **COMMON SEAL** of the said **BEIJING)**  
**NEW BUILDING MATERIALS (T) LIMITED** and ( )  
**DELIVERED** in the presence of us this 28<sup>th</sup> day of  
December (2017)

Signature..... [Signature]

Postal Address..... P.O. Box 75753, DSM

Qualification..... Director

Signature..... [Signature]

Postal Address..... P. O. BOX 75753, DSM.

Qualification..... Company Secretary

**SEALED** with the **COMMON SEAL** of the said **TANZANIA)**  
**INVESTMENT CENTRE** and **DELIVERED** in the presence)  
of us this 02 day of JANUARY (2018)

Signature...x [Signature]

Postal Address..... P.O. BOX 938 DSM


Qualification..... Executive Director

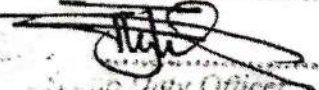
Signature..... [Signature]

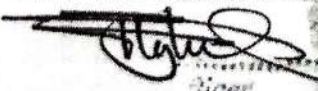
Postal Address..... Box 938 DSM

Qualification..... LEGAL AFFAIRS MANAGER

[Signature]

FILED JAN 15 11 1940 14  
 REGISTERED 11.1.18  
 9.48  
  
 Senior Asst Registrar of Titles

TANGANYIKA STAMP DUTY ACT  
 1500/- Paid  
 Receipt No. 990009665-15  
 15.1.18  
  
 Stamp Duty Officer

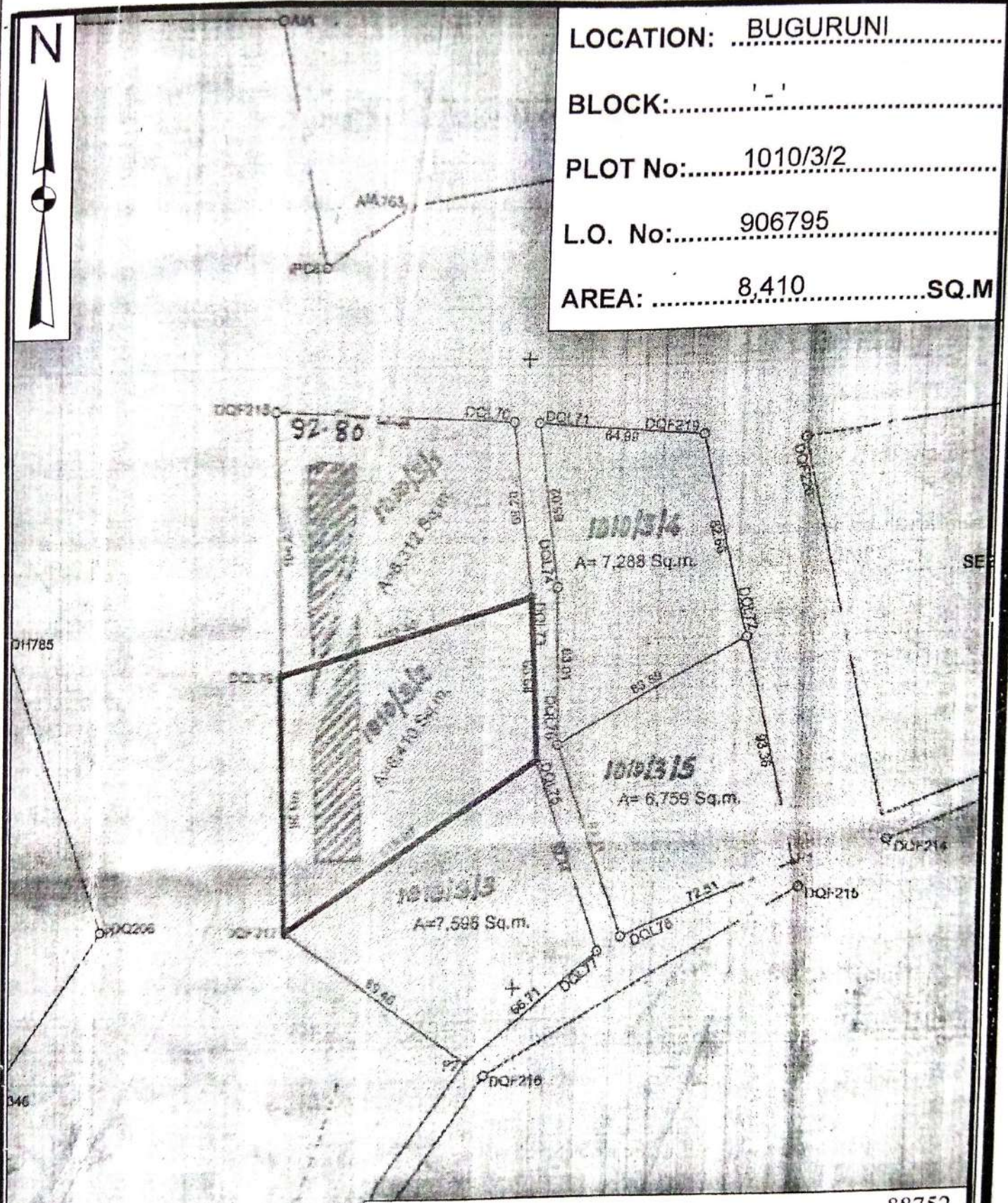
TANGANYIKA STAMP DUTY ACT  
 Stamp Duty Paid 500/-  
 Receipt No. 990009665-15  
 15.1.18  
  
 Officer

Confirmed as True Copy with Original  
 Date 01/01/18  
**RASHID HEZRON KYAMBA**  
 Advocate, Notary Public & Commissioner  
 for Oaths

# DAR ES SALAAM CITY



LOCATION: BUGURUNI  
 BLOCK: 1-1  
 PLOT No: 1010/3/2  
 L.O. No: 906795  
 AREA: 8,410 SQ.M



The plan prepared in accordance with Registered Plan No. 88752  
 is approved for purpose of the Land Registration Act 334  
 For the Director of Surveys and Mapping..... EBT Date 30.11.17  
 Ministry of Lands Human Settlements Development, Dodoma.

The issue of this plan implies no guarantee or admission of title by the Government.

Sign. RASHID HEZRON KYAMBA Date 04/11/17  
 Advocate, Notary Public & Commissioner for Oaths

*[Handwritten signature]*