

TANGANYIKA

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



CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY

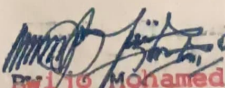
LEASEHOLD TITLE

This is to certify that the annexed Certificate of Occupancy dated
the **17th** day of **January**, 20**17**

is registered in the Land Registry under Title No. **156099 MG**

Copies of the subsisting entries in the register are within

Dated the **31st** day of **January**, 20**17**.


Bwije Mohamed
ASST. Registrar of Title

Title No. **156099/1 MG** Description of registered land
All that land known as **Plot No. 621-640 Block "A"** situated at
CBD Area in Kibaha Township containing **thirty thousand two**
hundred ninety nine (30,299) shown for identification only
edged red on the plan attached to this Lease Agreement registered
under the Filed document number 620 annexed hereto and defined
on the registered survey plan numbered 78122 at the Office of
Director for Survey and Mapping at Dar es Salaam.

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF INVESTMENT, INDUSTRY AND TRADE



TANZANIA INVESTMENT CENTRE
LAND DOCUMENTS HANDLING OVER NOTE – DISPATCH MEMO

LHT No: 156099/IMG.
Plot Farm No: 621-640 Block A)
Location: CBD KIBAHA TOWN
Council
P.O Box 1912 DAR

I, ZAMBEL RICHARD MWAJES
Tel +255 752588888 Introduced by a Company Letter to
TIC as a Company's Staff With introduction letter dated 3rd April, 2024
attached with a Nida Id/Voters Id/Driving License/ Employee Id/Passport
No. 19760222-61104-90081-24 do hereby accept that I have collected Derivative Title
No. 156099/IMG for the above mentioned Farm on behalf of CRSG

TANZANIA TRADING Co. Ltd from TANZANIA INVESTMENT
CENTRE for the sole purpose of delivering it to the Directors of
CRSG TANZANIA TRADING Co. Ltd For safe keeping.

Received by: [Signature] 08/04/2024
Signature: [Signature]

Dispatched by: MWANAMKUU H. SHOKA
Signature: 08th April, 2024

Date:

IN THE MATTER OF THE LAND REGISTRATION ACT (CAP.334)
APPLICATION FOR RECTIFICATION OF THE LAND REGISTER
(Under Section 99 (1) d & f)

Leasehold Title No. 156099/1MG

I, GILEAD JOHN TERI being Executive Director of Tanzania Investment Centre (TIC) of P.O. Box 938 DAR ES SALAAM DO HEREBY take Oath and Declare as follows: -

- (i) THAT, the Leasehold Title No. 156099/1MG in respect of Plot No. 621-640 Block 'A' located at CBD Area in Kibaha Town Council was dully submitted to the Registrar of Titles and the same was registered under the name of CRSG TANZANIA TRADING CO. LIMITED of P.O Box 1912 DAR ES SALAAM.
- (ii) THAT, the CRSG TANZANIA TRADING CO. LIMITED of P.O Box 1912 DAR ES SALAAM is a TIC registered company under the Certificate of Incentive No.071180 in the name of CRSG TANZANIA TRADING CO. LIMITED of P.O Box 1912 DAR ES SALAAM.
- (iii) THAT, it has now transpired that the said Leasehold Title No. 186686/1 was registered under with the land use for Commercial/Residential purposes only; Use Group 'B' use classes (c) and (d) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.
- (iv) However, for the implementation of the project, the land use provided was not compatible so variation in land use was done to accommodate the project. Now the land shall be used for Light Industry purposes only Use Group 'M' use classes (c), (d), and (e) as defined in Urban Planning (Use Group and Use class), Regulations 2018.
- (v) THAT, I'm satisfied information in (iiii) was entered in the Land Register.

ACCORDINGLY, I HEREBY APPLY, that the register be rectified by deleting the land use for "Commercial/Residential purposes only; Use Group 'B' use classes (c) and (d) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993". and replace thereto "the land shall be used for Light Industry purposes only Use Group 'M' use classes (c), (d), and (e) as defined in Urban Planning (Use Group and Use class), Regulations 2018".
AND I, GILEAD JOHN TERI, the Executive Director of Tanzania Investment Centre (TIC), make this Solemn Declaration Conscientiously believing the same to be true and under the Oaths (Judicial Proceedings and Statutory Declarations) Act, 1966.

SIGNED and DELIVERED by the said)
GILEAD JOHN TERI who)
is known to me personally in my presence)
this... 04th day of April 2024)

Signature: *Gilead John Teri*)

Postal Address: Box 938)
D'Salaam.)

Qualification: Senior Legal Officer)

Gilead John Teri

DECLARANT

112



FILED DOCUMENT No. 229959
REGISTERED ON: 4/4/24
AT: 2:30 PM
[Signature]
Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Paid 1000/=
924095242714075
On Original Receipt Sheet
4/4/2024
[Signature]
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Paid 500/=
924095242714075
Receipt No.
4/4/2024
[Signature]

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: 156099MG
L.O. No: 693884
LD. No: KTC/LD/PT/7496

Made and entered into this...^{17th}..... day of January.....2017

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, (hereinafter referred to as “**the LESSOR**”) on the one part

AND

CRSG TANZANIA TRADING CO. LIMITED

of P.O Box 1912 **DAR ES SALAAM** and having certificate of incentives No. **071180** (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 MOROGORO under Title No. **156099** in respect of land within **Plot No. 621-640, Block ‘A’** measuring **Thirty thousand two hundred ninety nine (30,299) square metres**, situated at **CBD Area 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 seventeen** and expiring on the of **thirty first day of December, two thousand one hundred 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/Residential** purposes only; Use Group ‘**B**’ use classes (c) and (d) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

PART A: THE LESSEE SHALL:

1. **PAY** in advance to the Lessor an annual Land Rent amounting to Tanzania Shillings **1,817,940.00** plus ten per cent thereto as facilitation fees, making a total of Tanzania Shillings **1,999,734.00 (one million nine hundred ninety nine thousand seven hundred thirty four)** payable 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. **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. **DEVELOP** the land by establish cargo transportation project.
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 Director responsible for Survey 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.
5. **SUBMIT** building plans to the **KIBAHA TOWNSHIP** within six months from the commencement of this Lease; begin construction of building (s) in permanent materials within six months after the approval of the plans, and complete construction within thirty six months from the day of commencement of this Leas
6. **NOT** make any disposition to the leased land without prior consent of the lessor. In case of seeking the Lessor’s consent regarding mortgaging of the respective land, 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.
7. Allow the lessor or any other authorized Government officer to get access to the leased land for official duties.
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.

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 **CRSG TRADING CO. LIMITED** hereby accept the terms and conditions contained in the foregoing Lease Agreement.

SCHEDULE

ALL that Land known as **Plot No. 621 - 640 block 'A'** situated at **CBD** area in **Kibaha Township** measuring thirty thousand two hundred ninety nine (30,299) **square metres** shown for identification only edged **red** on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered **78122** deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said)
CRSG TANZANIA TRADING CO. LIMITED and DELIVERED)
in the presence of us this 17th day of January 2017)

Signature..... 张新尼)

Postal Address..... P.O. BOX 1912 DSM)

Qualification..... Director)

Signature..... 杨钦勇)

Postal Address..... P.O. BOX 1912 DSM)

Qualification..... Director)

SEALED with the COMMON SEAL of the said)
TANZANIA INVESTMENT CENTRE
and DELIVERED in the presence of us this 17th)

day of January 2017)

Signature..... [Signature])

Postal Address..... P.O. BOX 938 D'SALAM)

Qualification..... Ag. EXECUTIVE DIRECTOR)


Signature..... [Signature])


Postal Address..... P.O. BOX 938 D'SALAM)

Qualification..... LEGAL AFFAIRS manager)

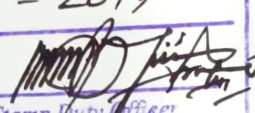


FILED DOCUMENT No. 620
REGISTERED ON 20-01-2017
AT 12:30

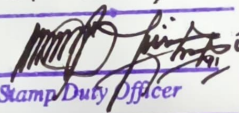

Senior Asst. Registrar of Titles




TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs. 19497/= Paid
On Original Receipt Shs. 14091266
of 20-01-2017


Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs. 500/= Paid
Receipt No. 14091266
of 20-01-2017


Stamp Duty Officer

TITLE No. 156099 MG
 REGISTERED 5-12-16
 AT 9:00 am



Asst. Registrar of Titles

Land Form No. 22
 TANGANYIKA STAMP DUTY ACT.
 Stamp Duty Shs. 90,887. Paid
 On Original Receipt Shs. 1184692
 of 9/8/2016

Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No.: 156099 MG
 L.O.No.693884
 KTC/LD/PT/7496

The 2nd day of December Two thousand and Sixteen.

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 Schedule hereto (hereinafter called "the Land") for a term **Ninety nine** years from the first day of **October,Two thousand and fifteen** 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, 2016, shall thereafter pay rent of shillings ~~One Million eight hundred seventeen thousand nine hundred forty~~ ^{Two million three hundred ninety three thousand six hundred twenty one} ~~(1,817,940/-)~~ ^{2,393,621} 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:-

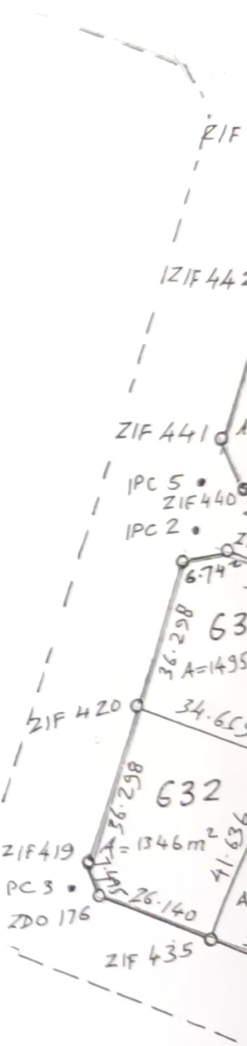
- (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

- (ii) Do everything necessary to preserve the environment and protect the soil, 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) Submit building plans to the **Kibaha Town Council** within six months from the date of the commencement of the Right.
- (v) Building construction to begin within six months after approval of plans.
- (vi) Building to be complete within thirty six (36) months from the date of commencement of the Right.

3. **USER:** The land shall be used for **Light Industry** ~~Commercial/Residential~~ purposes only, Use Group **B** Use classes **(c) and (d)** ^{and (e)} 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 all premia, taxes and dues prescribed in connection with the disposition.
- 6. The President may revoke the right for good cause or in public interest.

LOCATIO
BLOCK
PLOT N
L.O. N
AREA...



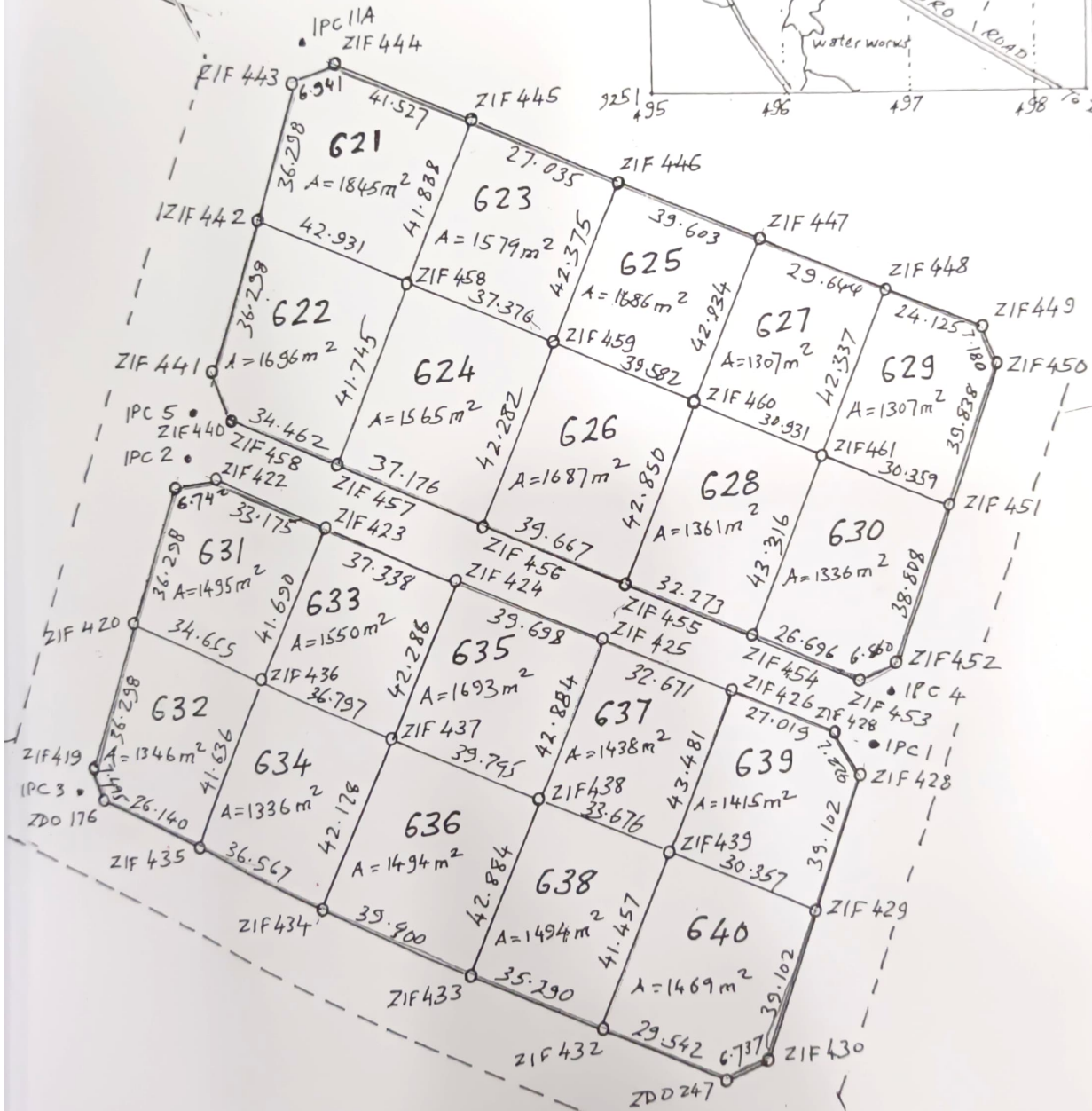
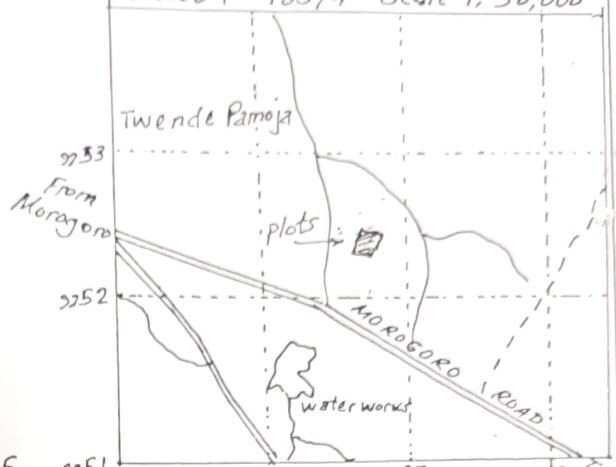
Issue of this plan im
admission of title by

KIBAHA TOWNSHIP

LOCATION.....CBD AREA
 BLOCK.....A.
 PLOT No..... 621-640
 L.O. No..... 693884
 AREA.....30299 m²

Location Sketch :

Sheet No 185/4 Scale 1: 50,000



This plan, prepared in accordance with Registered Plan No 78122

is approved for purpose of the Land Registration ordinance for Director of Surveys and Mapping, Ministry of Lands, Housing and Human Settlements Development Dar-es-Salaam

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

Date: 16/11/2016

SCHEDULE

ALL that land known as Plot No.621-640 Block 'A' situated at CBD AREA in Kibaha Township containing Thirty thousand two hundred ninety nine (30,299) square metres shown for identification only edged red on the plan attached to this Certificate and defined on the registered Surveys Plan Numbered 78122 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

J. M.

ASSISTANT COMMISSIONER FOR LANDS

We, 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 27th day of OCTOBER 2016)

Name CLIFFORD U-TANDARI)

Signature: *[Signature]*)

Postal Address: P.O. Box 988 D.S.M.)

Qualification: ACTING EXECUTIVE DIRECTOR)

Name ALEXANDER NJIRI)

Signature: *[Signature]*)

Postal Address: P.O. Box 988 D.S.M.)

Qualification: SENIOR LEGAL OFFICER)



LAND REGISTRY MOROGORO
~~LEASE HOLD TITLE~~

Filed Document No. 620

Date of Registration 20-01-2017 time: 12:30 m

To CRSG TANZANIA TRADING

Co. LTD & P.O. Box 1912 Dar

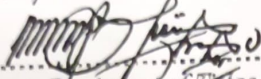
ES JAZAM For a Term of 98 YRS FROM

1st January 2017

LEASE HOLD TITLE

NO. 156099/1MG

Issued



Senior Assst. Registrar of Titles

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

C.T. No: 156099
L.O. No: 693884
L.O No: KTC/LD/PT/7496

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box 938 **DAR ES SALAAM** (Landlords) on the one part, and **CRSG TANZANIA TRADING CO. LIMITED** of P.O Box 1912 **DAR ES SALAAM** (Tenants) on the other part, have entered into Lease Agreement in respect of **Plot No.621 - 640 Block 'A'** situated at **CBD area in Kibaha Township**. Pursuant to that, we hereby **SUBMIT** the Lease Agreement for registration and **APPLY** for 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...17th day of January.....2017)

Name: Clifford K. TANDARI.....

Signature: * [Signature].....

Postal Address: P.O. Box 938 D'SALAAM.....

Qualification : AG. EXECUTIVE DIRECTOR.....



Name: GODFREY XI KILOLO.....

Signature: [Signature].....

Postal Address: P.O. Box 938.....

Qualification: LEGAL AFFAIRS MANAGER.....

SEALED with the COMMON SEAL of the Said)

CRSG TANZANIA TRADING CO. LIMITED and DELIVERED

in the presence) of us this...17th...day of January.....2017)

Name: ZHANG XIN MING

Signature: 张新民

Postal Address: P.O. BOX 1912, DSM

Qualification: Director


Name: YANG QIN YONG

Signature: 杨钦勇

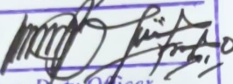
Postal Address: P.O. BOX 1912, DSM

Qualification: Director

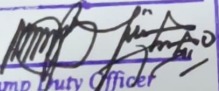
FILED DOCUMENT No. 624 621
REGISTERED ON 20-01-2017
AT 12:30


Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs. 1500/= Paid
On Original Receipt Shs. 14091266
of 20-01-2017


Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs. 14091266 Paid
Receipt No. 5057=
of 20-01-2017


Stamp Duty Officer