

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

LEASEHOLD AGREEMENT

TANZANIA INVESTMENT CENTRE



TANZANIA INVESTMENT CENTRE

**THE LAND ACT
(No. 4 of 1999)**

**DERIVATIVE RIGHT
(Under Section 20)**

C.T. No: 20651 MTW
L.O. No: 455373
MDC/LD/1352

Made and entered into this.....day of2021

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

S J SUGAR TANZANIA PRIVATE LIMITED

of P.O Box 388 MTWARA and having certificate of incentives No. 022389 (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 MTWARA under Title No. 20651 MTW in respect of land within Farm No. 362 situated at Nakada and Lili-do-Kitere Ward in Mitwara District 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 July, Two Thousand and Twenty One and expiring on the Thirtieth day of June, Two Thousand and One Hundred and Nineteen 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 Agricultural Purposes only; Use Group 'R' Use Class (a), (b) and (c) defined in the Town and Country Planning (Use Classes) Regulations, 2018.

PART A: THE LESSEE SHALL:

1. HAVING paid in advance Land Rent up to June, 2022, thereafter continue to pay Tshs 5,251,000/= (Tanzania Shillings Five Million Two Hundred Fifty One Thousand) 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 Sugarcane Farming and setting up Sugar Manufacturing Plant 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 Mtwara District 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 provided as required by the Authority. Loading unloading facilities shall be provided within the boundaries of the land

We, the within-named S J SUGAR TANZANIA PRIVATE LIMITED hereby accept the terms and conditions contained in the forgoing Lease Agreement.

Laws of Tanzania. Act, 1997 or under the provision of the Arbitration Ordinance, Cap 15 of the hereof either the Lessor or the Lessee may commence arbitration proceedings in the event of any dispute arising between the parties hereto in respect

PART C: ARBITRATION

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.

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.

PART B. THE LESSOR SHALL:

- 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.

HANDLING OVER NOTE-DISPATCH MEMO

LHT No:

Farm No.362 situated at Lillido
and Nakada Area in Mtwara
District Council.

I, KAMEL ABDULLAH SALEEM SHAIR ALI of P.O. Box 388 TEL
+255 745 653 882 MTWARA being one of the Director of S J SUGAR

TANZANIA PRIVATE LIMITED with Driving Licence

No.4006730596 do hereby accept that I have collected Derivative

Titles No. 20651/1 MTW for the above mentioned plot on behalf of S J

SUGAR TANZANIA PRIVATE LIMITED from TANZANIA

INVESTMENT CENTRE for the sole purpose of delivering it to The

Directors of S J SUGAR TANZANIA PRIVATE LIMITED for safe

keeping.

Received by: KAMEL A. S. SHAIR ALI Signature: 

Dispatched by: MICHAEL J.M Signature: 

Date: 21st December, 2021

- (i) Demarcate the boundaries of the land to satisfaction of the Mtwara District Council (hereinafter called "the Authority") and thereafter to maintain such demarcation that boundaries are always easily identifiable;
- (ii) Do everything to preserve the environment and protect the soil and preserve soil fertility and prevent soil erosion on the land and use the land so as not to cause soil erosion outside its boundaries and do all things which may be required by the authorities responsible for agriculture and environment to achieve such object;

3. The Occupier shall:-

- 1. The Occupier having paid rent up to the thirtieth day of June, 2022; shall thereafter pay rent of shillings Five Million Two Hundred Fifty One Thousand (Tsh. 5,251,000/=) a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
- 2. The land shall be used for Agricultural purposes only. Use Group 'R' use classes (a), (b) and (c) as defined in the Urban Planning (Use Group and Classes) Regulations, 2018.

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTRE is established under the Tanzania Investment 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 July, Two Thousand and Twenty One according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there-under and to any enactment in substitution thereof or amendment thereof and to the following special conditions:-

The 29th day of October Two thousand and Twenty One.

Title No. 20651 Mtw
L.O. No. 455373
MDCLD/1352

(Under Section 29)

CERTIFICATE OF OCCUPANCY

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

Land Form No. 22

TANGANYIKA STAMP DUTY ACT.

Stamp Duty Shs: 52,490/- Paid

On Original Receipt Shs: 52,294,074,898,876

of 21.10.2021

Stamp Duty Officers

Senior Asst. Registrar of Titles

REGISTERED ON: 29.10.21 03:00 P.M

20651 Mtw

THE UNITED REPUBLIC OF TANZANIA

- (iii) 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 of Surveys and Mapping.
4. The following are the rights of the Occupier :-
 - (i) The permanent, exclusive rights to the land, the subject of the right of occupancy against all persons other than the Commissioner;
 - (ii) The right shall confer no water rights.
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 in public interest.

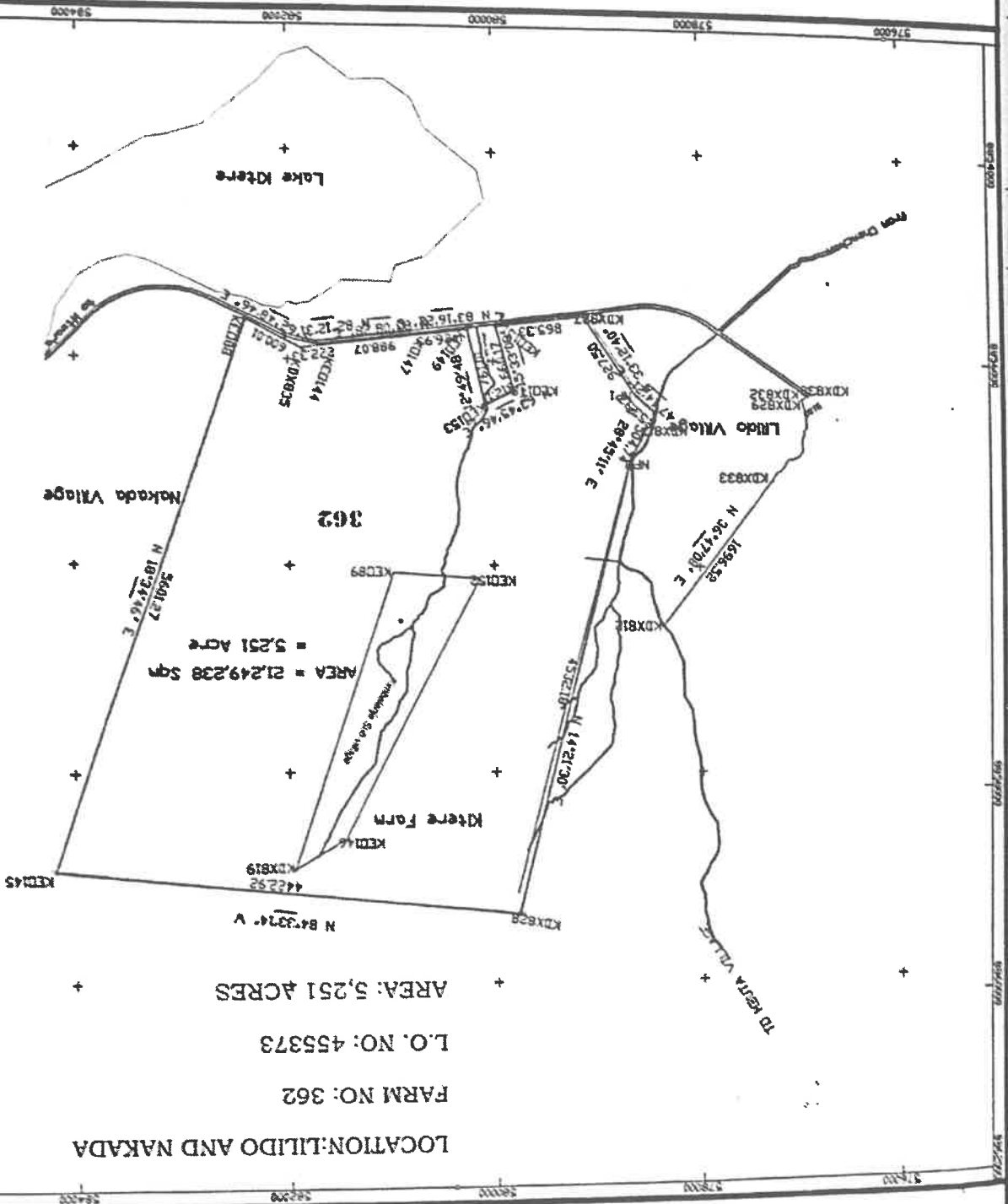
**SURVEY OF FARM No. 362 AT LILDO AND NAKADA-KITERE WARD
KITWARA DISTRICT**

LOCATION: LILDO AND NAKADA

FARM NO: 362

L.O. NO: 455373

AREA: 5,251 ACRES



AREA = 21,249,238 Sqm
= 5,251 Acre

This plan prepared in accordance with Registered plan No. 113155 is approved for the purpose of the Land Registration ~~Process~~ Act 334.
For Director of Survey and Mapping
Date: 02.09.2003
Ministry of Lands and Human Settlements Development, Dodoma.
The issue of this plan implies no guarantee or admission of the title by government.



SIGNED with the COMMON SEAL of the said

TANZANIA INVESTMENT CENTRE

and DELIVERED in presence of us

this ^{27th} day of ^{August} 2021.

Name, IRREKUTU J. IKAZI

Signature [Signature]

Postal Address: P.O. Box 988 DSH

Qualification: EXECUTIVE DIRECTOR

Name, ALFONSO MURATI

Signature [Signature]

Postal Address: P.O. Box 988 DSH

Qualification: TECHNICAL OFFICER

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

[Signature]
ASSISTANT COMMISSIONER FOR LANDS

Given under my hand and my official seal the day and year first above written.

ALL that Land known as Farm No. 362 at Kitere Village in Mtwara District, containing Five Thousand Two Hundred Fifty One (5,251) Acres shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 113155 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

SCHEDULE
NARADWA LILIBO - KITERE WARD
Ramy

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|---|---|
| LAND REGISTRY MTWARA | |
| LEASE | |
| Filed Document No. 7974 | |
| Date of Registration | M |
| To: S I Subak TANZANIA PRIVATE LIMITED | |
| of P.O. BOX 388, MWARA 98 YEARS | |
| COMMENCING ON THE 15 TH DAY OF JULY, 2021 AD | |
| EXPIRING ON 13 TH JUNE 2119 | |
| NO. 2651 / 1 ISSUED - 8 TH JUNE 2019 | |