



# CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY

LEASE - HOLD TITLE

This is to certify that the annexed Certificate of Occupancy dated

the 22<sup>ND</sup> day of DECEMBER, 20<sup>21</sup>

is registered in the Land Registry under Title No. 4005 9611A

Copies of the subsisting entries in the register are within

*5/10/2022* Dated the 10<sup>th</sup> day of JANUARY 2022 20.....

  
SILVERIUS PETER RORBO

ASST. Registrar of Title


Title No. 4005/1

Description of registered land

ALL THAT LAND KNOWN AS PAKM NO. 51 SITUATED AT TUNGI AREA IN BERGOKONG MUNICIPALITY MEASURING THREE HUNDRED FIFTY NINE DECIMAL POINT SEVEN ZERO SIX (359.706) SQUARE METERS SHOWN FOR IDENTIFICATION ONLY BOUND BLACK REGISTERED ON THE PLAN ATTACHED TO LEASE AGREEMENT AND DEFINED ON THE REGISTERED SURVEY PLAN NUMBERED 22165 DEPOSITED AT THE OFFICE RESPONSIBLE FOR SURVEYS AND MAPPING AT KAJANG SALAM.



TITLE NO: 4005 MGLR  
REGISTERED NO: 22-12-2021  
AT: 1.00 PM  
  
Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT  
Stamp Duty Shs: 222,384/-  
On Original Receipt Shs: 921233064183750  
Land Form No. 22  
Of: 22-12-2021  
  
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 4005 MGLR  
L.O. No. 1129336  
Ref. No. LD/141368

The

22nd

day of December, Two thousand and twenty one.

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTRE established under the 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:-

1. The Occupiers having paid rent up to the thirtieth day of June, 2022; shall thereafter pay rent of shillings **Four million four hundred forty seven thousand eight hundred ninety five Tshs. (4,447,895/=)** 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 Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

## SCHEDULE

ALL that Land known as Farm No.31 situated at **Tungi** in **Morogoro Municipality** containing **Three hundred fifty nine decimal point seven zero six (359.706) Hectares** shown for identification only edged **red** on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **22163** 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 by the said  
TANZANIA INVESTMENT CENTRE  
and DELIVERED in the presence of us

this <sup>1<sup>ST</sup></sup> day of **DECEMBER** 2021

Name: **MADUMU J. ICARI**

Signature:

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

Qualification: **EXECUTIVE DIRECTOR**

Name: **ALEXANDER MUYANI**

Signature:

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



# MOROGORO MUNICIPALITY

N

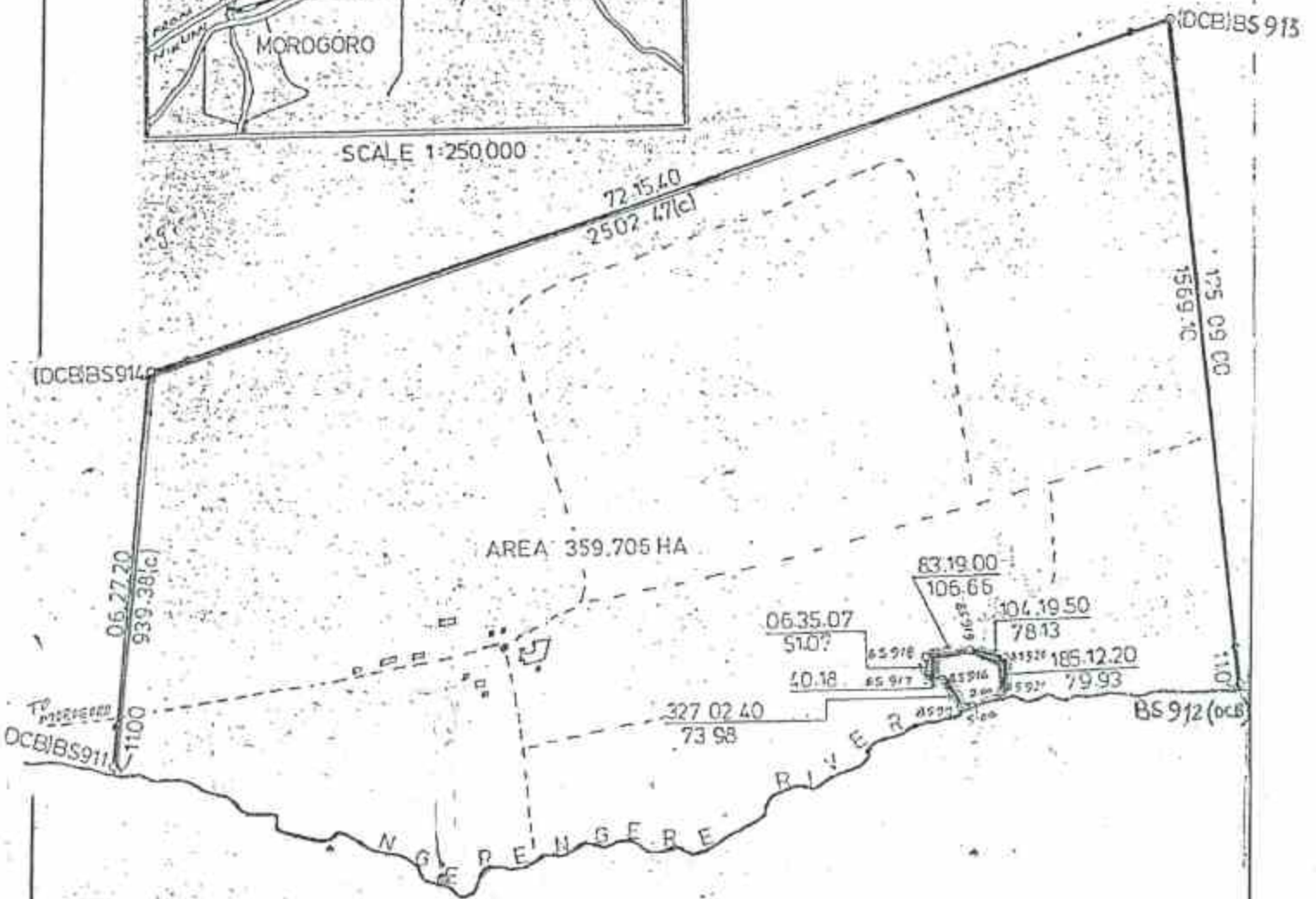
LOCATION SKETCH



SCALE 1:250,000

INSET SHOWING DETAILS OF PLOT

Locality TUNGI.....  
 Block.....  
 Farm no. 31.....  
 L. O. no. 1233384.....  
 Area 359.706 Ha.....



This plan prepared in accordance with registered Plan no. 22.163..... is Approved for the Purpose of the Land Registration ordinance

For Director of Surveys and Mapping

Date 12/11/2021

Survey and Mapping Division Ministry of Lands

The issue of this plan implies no guarantee or

5 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: 4005/1  
L.O. No: 1129336  
REF NO: LD/141368

Made and entered into this.....day of .....2021

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

**TANBREED POULTRY LIMITED**

of P.O Box 5774 DAR ES SALAAM and having certificate of incentives No. 010592 (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. 4005/1 in respect of land within Farm No. 31 situated at **Tungi** in **Morogoro Municipal 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 **March**, **Two Thousand 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 **Poultry Industry Purposes Only**; Use Group 'M' Use Class (c) as 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 4,447,895/= (Tanzania Shillings Four Million Four Hundred Forty Seven Thousand Eight Hundred Ninety Five) 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 integrated poultry farming project **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 **Morogoro Municipal 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 provide as required by the Authority. Loading unloading facilities shall be provided within the boundaries of the land

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.

**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 **TANBREED POULTRY LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Farm No. 31 situated at Tungi in Morogoro Municipal Council, measuring three hundred fifty nine decimal point seven zero six (359.706) Hectares, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 22163 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 01 ]  
day of ..... NOVEMBER ..... 2021]

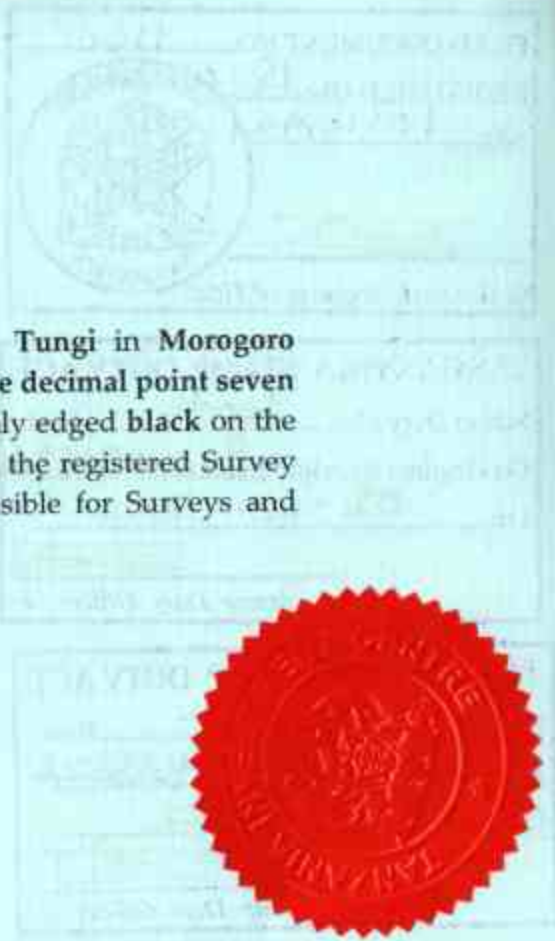
Signature.....  
Postal Address..... P.O. BOX 988 DSM  
Qualification..... EXECUTIVE DIRECTOR

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

SEALED with the COMMON SEAL of the said ]  
TANBREED POULTRY LIMITED ]  
and DELIVERED in the presence of us this.....]  
day of.....2021]

Signature.....  
Postal Address..... 5774 DSM  
Qualification..... DIRECTOR

Signature.....  
Postal Address..... 5774 DSM  
Qualification..... DIRECTOR




FILED DOCUMENT NO: 1160  
REGISTERED ON: 18.02.2022  
AT: 10:10 AM



Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 1000/= Paid  
On Original Receipt Shs: 922019089688526  
Of: 08.02.2022



Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 500/= Paid  
Receipt No: 922019089688526  
Of: 08.02.2022



Stamp Duty Officer





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

(Land Registry- Morogoro)

C.T. No: 4005/4  
 L.O. No: 1129336  
 REF No: LD/141368

We, **TANZANIA INVESTMENT CENTRE** of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and **TANBREED POULTRY LIMITED** of P.O Box 5774 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Farm No. 31 situated at **Tungi** in **Morogoro Municipal Council** Pursuant to that, we hereby **SUBMIT** the Lease Agreement for registration and **APPLY** for the issue of 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...01.....]  
 day of .....NOVEMBER.....2021]

Name: MADUMBA F. OGA  
 Signature: [Signature]  
 Postal Address: P.O. Box 938 DSA  
 Qualification: EXECUTIVE DIRECTOR

Name: ALEXANDER MUMTAZ  
 Signature: [Signature]  
 Postal Address: P.O. Box 938 DSA  
 Qualification: SENIOR LEGAL OFFICER



SEALED with the COMMON SEAL of the said ]  
TANBREED POULTRY LIMITED and ]  
DELIVERED in the presence of us this...01.....]  
day of .....November.....2021]



Name: OREN F. TAYLOR  
Signature: [Signature]  
Postal Address: 5724 DSM  
Qualification: DIRECTOR

Name: NELSON ISMAIL KIKOLEA  
Signature: [Signature]  
Postal Address: 5724 DSM  
Qualification: DIRECTOR

FILED DOCUMENT NO: 1161  
REGISTERED ON: 18.02.2022  
AT: 10:00AM  
[Signature]  
Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT  
Stamp Duty Shs: 44,500/- Paid  
On Official Receipt No: 922019089688814  
Of: 08.02.2022  
[Signature]  
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT  
Stamp Duty Shs: 10,000/- Paid  
Receipt No: 922019089688814  
Of: 08.02.2022  
[Signature]  
Stamp Duty Officer