

**TANGANYIKA**

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



**LEASEHOLD**

**~~CERTIFICATE OF~~ TITLE TO RIGHT OF OCCUPANCY**

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Certified true copy of

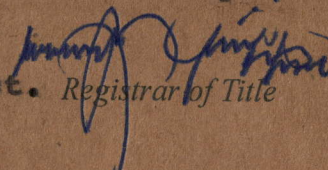
This is to certify that the annexed Certificate of Occupancy dated

the **Twentieth** day of **April, 2021**

is registered in the Land Registry under Title No. **66050/1**

Copies of the subsisting entries in the register are within

Dated the **Thirtieth** day of **July, 2021**

  
Asst. Registrar of Title

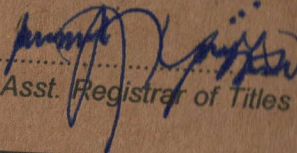
Title No. **66050/1**

Description of registered land.

**All that land known as Farm No. 342/2/3 situated at Ngaremairobi in Siha District containing One thousand nine hundred and Forty two (1942) Acres shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 115027 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.**

ENTRIES IN THE REGISTER  
TITLE NO. 66050/1

No. 55447 Registered 27.7.2021 at 1.00pm  
To TANBREED POULTRY LIMITED of  
P.O.Box 1378, MOROGORO.

  
Asst. Registrar of Titles

No. .... Registered .....  
To.....  
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Asst. Registrar

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Asst. Registrar of Titles

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Asst. Registrar of Title

**TANZANIA INVESTMENT CENTRE**

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

**DERIVATIVE RIGHT**  
(Under Section 20)

**C.T. No:**  
**L.O. No: 639525**  
**LD/SDC/342/2/3**

Made and entered into this 09 day of July 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 (thereinafter referred to as the "LESSOR") on the one part

AND

**TANBREED POULTRY LIMITED**

of P.O Box 1378 MOROGORO 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 **MOSHI** under Title No.....in respect of land within Farm No. **342/2/3** situated at **Ngarenairobi** in **Siha District**, 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 Nineteen** and expiring on the **Thirty** day of **September, Two Thousand One Hundred and Seventeen** 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 **Plant and Animal husbandry Purposes only**; Use Group 'R' Use Class (c) as defined in Urban Planning (Use groups and use Classes) **Regulations, 2018**.

**PART A: THE LESSEE SHALL:**

1. **HAVING** paid in advance Land Rent up to thirtieth day of June, 2020; thereafter continue to pay **Tshs. 1,942,000/= only (One Million Nine Hundred Forty Two Thousand only)** 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 establish intergrated 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 **Siha 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 protect 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. Plant trees all round the farm boundaries
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 **TANBREED POULTRY LIMITED** hereby accept the terms and conditions contained in the foregoing Lease Agreement.

SCHEDULE

ALL that Land known as Farm No. 342/2/3 situated at Ngarenairobi in Siha District Council, containing One Thousand Nine Hundred Fourty Two (1942) Acres, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 115027 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 9th day of ]  
July 2021 ]

Signature [Signature]  
Postal Address Box 938 DSM  
Qualification Executive Director



Signature [Signature]  
Postal Address Box 938 DSM  
Qualification Legal Affairs Manager

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

Signature [Signature]  
Postal Address P.O. BOX 5774 DAR ES SALAAM  
Qualification DIRECTOR



Signature [Signature]  
Postal Address P.O. BOX 5774 DAR ES SALAAM  
Qualification DIRECTOR

FILED DOCUMENT No. 55447

REGISTERED ON  
22-7-2021  
at 1.00p



Asst. Registrar of Titles

*[Handwritten signature]*

Stamp Duty Shs.

500/= Paid

and Revenue Receipt No.

921208059820988

of 27-7-2021 Issued.

Asst. Registrar of Titles

*[Handwritten signature]*

Stamp Duty Shs.

500/= Paid

on Original Revenue Receipt No  
9212086590988 27-7-2021


Asst. Registrar of Titles

*[Handwritten signature]*



*[Faint handwritten notes and signatures at the bottom of the page]*

TITLE No. 66050  
 REGISTERED ON  
 20.05.2024  
 at 1:wp m  
 Asst. Registrar of Titles



Stamp Duty Shs. 1,006 Paid  
 and Revenue Receipt No. 59031039138  
 of 21.01.2019  
 Land Form No. 22, Titles

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY  
 (Under Section 29)

Stamp Duty Shs. 9,840 Paid  
 on Original Revenue Receipt No.  
 5903109138 of 21.11.2019  
 Asst. Registrar of Titles

Title No. 66050  
 L.O. No. 639525  
 LD/SDC/342/2/3

The 28<sup>th</sup> day of April Two Thousand and Twenty One

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTRE, Established Under the Tanzania Investment 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 Investment Purposes according to the Government Notice No. 906 of 09/08/ 2019 for a term of Ninety Nine (99) years from the first day of October, 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 thereof or amendment thereof and to the following special conditions:-

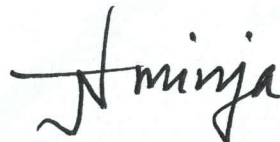
1. The Occupiers having paid rent up to the thirtieth day of June, 2020; shall thereafter pay rent of shillings One Million Nine Hundred Fourty Two Thousand (Tshs.1, 942,000/=) only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupiers shall:-
  - (a) Plant trees all round the farm boundaries
  - (b) Demarcate the boundaries of the land to the satisfaction of the Siha District council (hereinafter called "the Authority") and thereafter

- (c) Do everything necessary 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 objective.
    - (d) Be responsible for the protection of all beacons on the throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier expenses as assessed by the authority responsible for Surveys and Mapping.
3. **USER:** The land shall be used for **Plant and Animal husbandry Purposes Only**, Use Group 'R' Use class (c) as defined in Urban Planning (Use Groups and Use Classes) Regulations, 2018.
4. The following are the rights of the occupier:-
  - (a) The permanent, exclusive rights to the land, the subject of the right of occupancy against all persons other than the Commissioner.
  - (b) 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.

**SCHEDULE**

All that Land known as Farm No 342/2/3 situated at Ngarenairobi in Siha District Containing One Thousand Nine Hundred Fourty Two (1942) Acres shown for identification only edged red on the plan attached to this Certificate and defined on the registered survey Plan numbered 115027 deposited at the office of the Director Survey 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**

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 **TANZANIA INVESTMENT CENTRE** )

DELIVERED in the presences of us this ..... 29<sup>TH</sup> ..... day of )

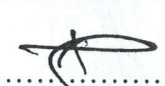
..... **MARCH** ..... 20. **9**..... )

Signature\* .....  ..... )

Name..... **MADUHU J. KAZI** ..... )

Postal addresses..... **P.O. Box 938 DSM** ..... )

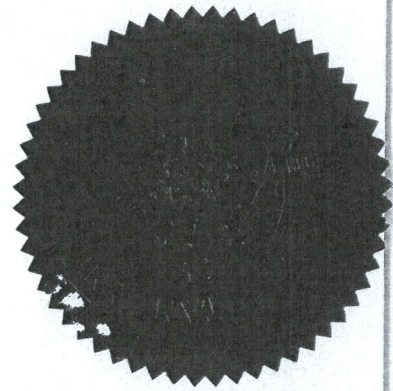
Qualification..... **EXECUTIVE DIRECTOR** ..... )

Signature\* .....  ..... )

Name..... **ALEXANDER NWANI** ..... )

Postal addresses..... **P.O. Box 938 DSM** ..... )

Qualification..... **SENIOR LEGAL OFFICER** ..... )



LAND REGISTRY, MOSHI

LEASE


Filed Document No. 55447

Date of registration 22.7.2021 time 1.00P m

To TANBREED POULTRY LIMITED

PO BOX 1378 MOROGORO For a term  
of 98 years w.e.f. 1.10.2019 (leasehold)

Title No: 66050 (issued)

  
Asst. Registrar of Titles

# SIHA DISTRICT COUNCIL

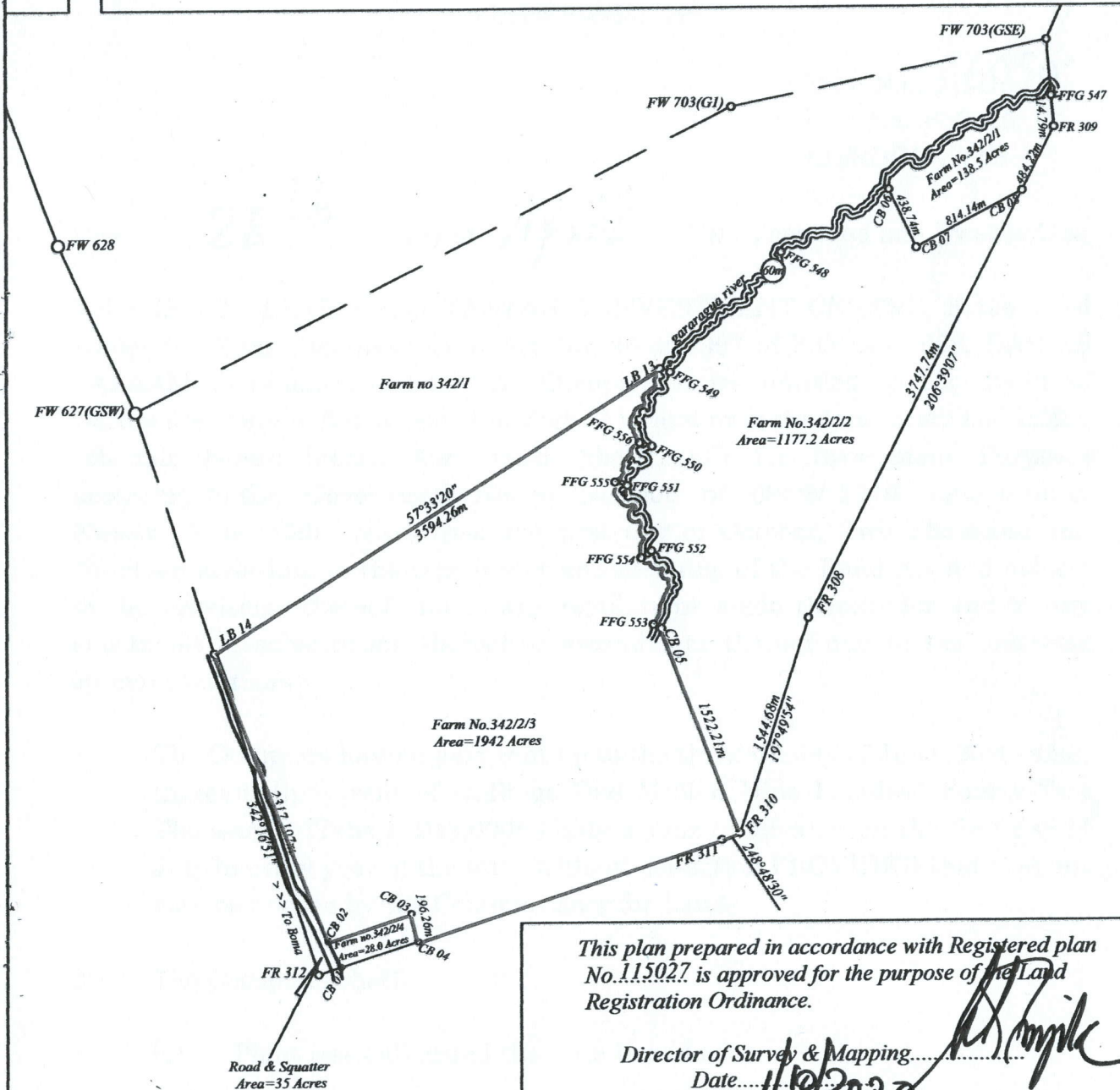
## INSERT SHOWING DETAILS OF FARM

Locality..... SIHA

Farm No..... 342/2/3

L.O. No..... 639525

Area..... 1942 Acres



*This plan prepared in accordance with Registered plan No. 115027 is approved for the purpose of the Land Registration Ordinance.*

Director of Survey & Mapping..... *[Signature]*  
 Date..... 1/10/2020

Ministry of Lands, Housing and Human Settlements

The issue of this plan implies no guarantee

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



C.T. No:  
L.O. No: 639525  
LD/SDC/342/2/3

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 1378 **MOROGORO**, (Tenants) on the other part, have entered into Lease Agreement in respect of Farm No. 342/2/3 situated at **Ngarenairobi** in **Siha District** 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..... ]  
day of 9th July.....2021 ]

Name: Dr. Maduhu Kazi  
Signature: [Signature]  
Postal Address: Box 938 Dsm  
Qualification: Executive Director

Name: Godfrey Kilob  
Signature: [Signature]  
Postal Address: Box 938 Dsm  
Qualification: Legal Affairs Manager



FILED DOCUMENT No. 55448  
 REGISTERED ON 27.7.2021  
 at 1.00p  
 Assi. Registrar of Titles



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

Name: O. PSON TAYLOR  
 Signature: [Signature]  
 Postal Address: P.O. Box 5774 DAR ES SALAAM  
 Qualification: DIRECTOR

Name: NELSON KIKOLEA  
 Signature: [Signature]  
 Postal Address: P.O. Box 5774 DAR ES SALAAM  
 Qualification: DIRECTOR

Stamp Duty Shs. 500/= Paid  
 and Revenue Receipt No. 921208059820988  
 of 27-7-2021 Issued.  
 Assi. Registrar of Titles

Stamp Duty Shs. 500/= Paid  
 on Original Revenue Receipt No. 921208059820988  
 of 27-7-2021  
 Assi. Registrar of Titles



## HANDLING OVER NOTE-DISPATCH MEMO

Plot No.342/2/3

CT No.66050

Ngarenairobi in Siha District

I, Mr. Kester Paul Lyaruu of P.O. Box 534 Arusha TEL +255 713336936 introduced by TANBREED POULTRY LIMITED with the introduction latter dated 16<sup>th</sup> August 2021 together with The Judiciary Practice Advocate Identity Card No. 5462 Arusha do hereby accept that I have collected One Derivative Right, Title No. 66050/1 ,One Certificate of Title to Right of Occupancy(LEASE HOLD TITLES) and One Application for LeaseHold Title for the above mentioned plots on behalf of TANBREED POULTRY LIMITED from TANZANIA INVESTMENT CENTRE for the sole purpose to delivering it to the Directors of TANBREED POULTRY LIMITED for safe keeping.

Received by; KESTER LYARUU.....

Signature; [Signature].....

Dispatched by; Mwanamkuu Hashim

Signature; M. [Signature]

Date: 16/08/2021