

**TANGANYIKA**

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



**CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY**

LEASE HOLD

Copy of

This is to certify that the annexed Certificate of Occupancy dated

the 9<sup>th</sup> day of January 2024.

is registered in the Land Registry under Title No. 23934/1, MTWLR

Copies of the subsisting entries in the register are within

Dated the

11<sup>th</sup> day of March 2024.

Sadick .I. Dombanya  
Assistant Registrar of Title

Title No. 23934/1 MTWLR

Description of registered land.

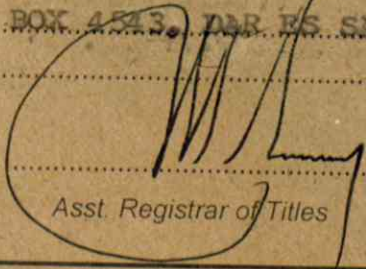
All Land known as plot No. 17, 18 & 19 Block "A" situated at Mtepezezi in Mtwara Municipal Council containing Twenty one Thousand Nine Hundred Thirty Six (21,936) square metres shown for identification only edged red on the plan.

ENTRIES IN THE REGISTER

TITLE NO. 23934/1 **MTWLR**

No. .... Registered **08-03-2024 10:49 pm** at ..... m

To **ALISTAIR JAMES COMPANY LIMITED**  
**OF P. O. BOX 4543, DAR ES SALAM.**

  
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

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Asst. Registrar of Titles

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To.....

Asst. Registrar of Titles



Jambuni ya Mwananchi wa Tanzania

United Republic of Tanzania

Ministry of Lands, Housing and Human Settlements Development

Ministry of Lands, Housing and Human Settlements Development

Stakabadhi ya Malipo ya Serikali

Receipt No : 924067237163885  
Received from : ALISTAIR JAMES COMPANY LIMITED  
Amount : 210,572.00  
Amount in Words : Two Hundred Ten Thousand Five Hundred Seventy-two TZS And Zero Cent(s) Only  
Outstanding Balance : 0.00

In respect of	Item Description(s)	Item Amount
: 142201410033 - Receipts from Registration fees - 23934 MTWLR		208,572.00
: 116101270001 - Stamp Duty - 23934 MTWLR		2,000.00

Total Billed Amount : 210,572.00 (TZS)

Bill Reference : 11714065241925858258  
Payment Control Number : 991178905926  
Payment Date : 2024-03-07 15:25:53  
Issued by : Samson Ruhele  
Date Issued : 2024-03-08 11:18:05  
Signature

Digitally signed by Samson Ruhele, DN: cn=Samson Ruhele, o=Ministry of Lands, Housing and Human Settlements Development, ou=Ministry of Lands, Housing and Human Settlements Development, email=samson.ruhele@mlhhsd.go.tz

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

C.T. No: 23934 MTWLR  
L.O. No: 961851  
MT/068960

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and ALISTAIR JAMES COMPANY LIMITED of P.O. Box 4543 DAR ES SALAAM (Tenants) on the other part, have entered into Lease Agreement in respect of Plot No. 17, 18 & 19 Block 'A' situated at Mtepwezi in Mtwara Town 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.....<sup>16th</sup> ]  
day of .....<sup>FEBRUARY</sup>.....2024]

Name: .....<sup>GILEAD TERI</sup>.....  
Signature: .....<sup>Gilead Teri</sup>.....  
Postal Address: .....<sup>938 DSM</sup>.....  
Qualification: .....<sup>EXECUTIVE DIRECTOR</sup>.....

Name: .....<sup>Mariam J. Nwano</sup>.....  
Signature: .....<sup>[Signature]</sup>.....  
Postal Address: .....<sup>938 DSM</sup>.....  
Qualification: .....<sup>Ag. LEGAL AFFAIRS Mtwara RCR</sup>.....



SEALED with the COMMON SEAL of the said |  
ALISTAIR JAMES COMPANY LIMITED |  
and |  
DELIVERED in the presence of us this...42... |  
day of ..... FEBRUARY ..... 2024 |

Name: .. ALISTAIR JAMES .....  
Signature: .....  
Postal Address: ..... P.O. BOX 4543 .....  
Qualification: ..... DIRECTOR .....

Name: ..... ANGELO CARUSO .....  
Signature: .....  
Postal Address: ..... P.O. BOX 4543 .....  
Qualification: ..... DIRECTOR .....



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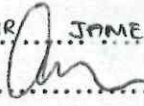
SEALED with the COMMON SEAL of the said |  
TANZANIA INVESTMENT CENTRE and |  
DELIVERED in the presence of us this.....<sup>19th</sup>..... |  
day of .....FEBRUARY.....2024]


Name: .....GILEAD TERI.....  
Signature: .....Gilead Teri.....  
Postal Address: .....938 DEM.....  
Qualification: .....EXECUTIVE DIRECTOR.....

Name: .....Murumba J. Mwanu.....  
Signature: .....[Signature].....  
Postal Address: .....938 DEM.....  
Qualification: .....AG. LEGAL AFFAIRS MANAGER.....



SEALED with the COMMON SEAL of the said |  
ALISTAIR JAMES COMPANY LIMITED |  
and |  
DELIVERED in the presence of us, this...[2]... |  
day of ..... FEBRUARY .....2024]

Name: ..... ALISTAIR JAMES .....  
Signature: .....  .....  
Postal Address: ..... P.O. BOX 4543 .....  
Qualification: ..... DIRECTOR .....

Name: ..... ANGELO CARUSO .....  
Signature: .....  .....  
Postal Address: ..... P.O. BOX 4543 .....  
Qualification: ..... DIRECTOR .....



TITLE No: 23934 MTWU2  
 REGISTERED ON: 9.01.2024  
 AP: 9/00A M  
 Senior Asst. Registrar of Titles

Land Form No. 22

TANGANYIKA STAMP DUTY ACT  
 Stamp Duty Paid: 26114/= Paid  
 On Original Receipt No: 922251325373470  
 of: 12.9.2022  
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

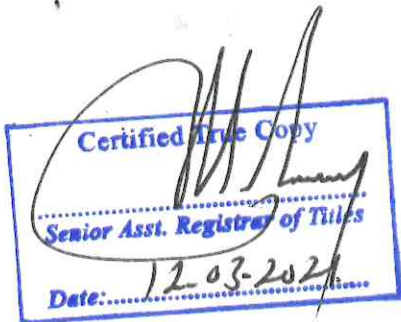
Certified True Copy  
 Senior Asst. Registrar of Titles  
 Date: 12-03-2024

Title No: 23934 MTWU2  
 L.O. No. 961851.  
 MT/068960.  
 LOT ID: 1373776

The 9<sup>th</sup> day of January Two thousand and Twenty Three <sup>four</sup> PM

THIS IS TO CERTIFY that TANZANIA INVESTMENT CENTRE established under Act No. 26 of 1997 of P.O. Box 11410, 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 Two** 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, 2023, shall thereafter pay rent of shillings **Two Million Five Hundred Seventy One Thousand Four Hundred Fifty Six (2,571,456/=)** 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 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) Building to be in permanent materials.
  - (iv) Submit building plans to the **Mtwara Municipal 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 the commencement of the Right
3. **USER:** The land and the buildings to be erected thereon shall be used for **Coal Storage purpose** only. Use Group "F" use class (c) as defined in Urban Planning (Use Group and use Classes) Regulations, 2018.
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.



SCHEDULE

ALL that land known as Plot No. 17,18 & 19 Block 'A' situated at Mtepezi in Mtwara Municipal Council containing Twenty One Thousand Nine Hundred Thirty Six (21,936) Square Metres shown for identification only edged red on the plan attached to this Certificate and defined on the registered Surveys Plan Numbered 77895 deposited at the Office of the Director for Surveys and Mapping at Dodoma.

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

Certified True Copy  
Senior Asst. Registrar of Titles  
Date: 12-03-2024

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 of the said TANZANIA INVESTMENT CENTRE and DELIVERED in the presence of us this... 21st day of... November, 2023.



Signature: [Signature]

Postal Address: 938 DSM

Qualification: EXECUTIVE DIRECTOR

Signature: [Signature]

Postal Address: P.O. Box 938 DSM

Qualification: A LEVEL OFFICER manager

LAND REGISTRY MTWARA

LEASE 9087

Filed Document No:

Date of Registration 06-03-2024 Time 10:49 AM

To: ALISTAIR JAMES COMPANY LTD  
OF P.O. BOX 4543, DAR ES SALAAM

FOR A TERM OF 98 YRS COMMENCING FROM  
THE 1<sup>ST</sup> DAY OF JULY, 2022.

Senior Asst. Registrar of Titles

**TANZANIA INVESTMENT CENTRE**

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

**DERIVATIVE RIGHT**  
(Under Section 20)

C.T. No: 23934 MTWLR  
L.O. No: 961851  
REF. No: MT/068960

Made and entered into this.....day of ..... 2024

BETWEEN

**TANZANIA INVESTMENT CENTRE (TIC)**

A body corporate established under The Tanzania Investment Act, 2022 (Act No. 10 of 2022) by order published in the Official Gazette as Government Notice No. 94 of 2023; of P.O Box 938 DAR ES SALAAM (hereinafter referred to as the "LESSOR") on the one part

AND

**ALISTAIR JAMES COMPANY LIMITED**

of P.O Box 4543 DAR ES SALAAM and having certificate of incentives No. 070426-01 (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. 23934 MTWLR in respect of land within Plot No. 17, 18 & 19 Block 'A' situated at Mtepwezi in Mtwara 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 Two and expiring on the Thirty first day of June, Two Thousand One Hundred and Twenty 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 **Coal Storage**; Use Group 'F' 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, 2024, thereafter continue to pay Tshs 2,571,456/= (Tanzania Shillings Two Million five seventy one thousand four hundred fifty six only) 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 by expanding cargo transportation 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 **Mtwara Town 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 33 of the Tanzania Investment Act, No. 10 of 2022 or under the provision of the Arbitration Act, Cap 15 of the Laws of Tanzania.

We, the within-named **ALISTAIR JAMES COMPANY LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Plot No. 17, 18 & 19 Block 'A' situated at Mtwepwezi in Mtwara Municipal Council, measuring twenty one thousand nine hundred thirty six (21,936) square metres, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 77895 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... 16th ]  
day of ... FEBRUARY ... 2024]

Name: GILFAD TEZI  
Signature: Gilfard Tezi  
Postal Address: 938 DSM  
Qualification: EXECUTIVE DIRECTOR

Name: MARIAM S. NYANO  
Signature: [Signature]  
Postal Address: 938 DSM  
Qualification: Ag. LEAD. Affairs Manager



SEALED with the COMMON SEAL of the said ]  
ALISTAIR JAMES COMPANY LIMITED ]  
and ]  
DELIVERED in the presence of us this... 09... ]  
day of ... FEBRUARY ... 2024]

Name: ALISTAIR JAMES  
Signature: [Signature]  
Postal Address: P.O. BOX 4543 DSM  
Qualification: DIRECTOR

Name: ANJELO LARUSO  
Signature: [Signature]  
Postal Address: P.O. BOX 4543  
Qualification: DIRECTOR



FILED DOCUMENT No: 9087  
06.03.2024  
REGISTERED ON: 10:40 AM  
AT: M  
  
Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 500 = Paid  
On Original Receipt Shs: 924067237163885  
of: 07.03.2024  
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 1500 = Paid  
Receipt No: 924067237163885  
of: 07.03.2024  
Stamp Duty Officer

