

TITLE NO. **7315-MGR**  
 REGISTERED NO. **19.06.2023**  
 AT: **1.00 PM**  
 Asst. Registrar Titios

TANGANYIKA STAMP DUTY ACT.  
 Stamp Duty Shs: **36220/-** Paid  
 On Original Receipt Shs: **92308716488691m 22**  
 Of: **28.3.2023**  
 Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.  
 Stamp Duty Shs: **1000/-** Paid  
 Receipt No: **923087169488691**  
 Of: **28.9.2023**  
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999  
 NO.4 OF 1999

CERTIFICATE OF OCCUPANCY  
 (Under Section 29)

Title No. **7315-MGR**  
 L.O. No. 1237689.  
 Ref No LD/MG/5625.

The **19<sup>th</sup>** day of **June,** Two thousand and Twenty Three.

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 a 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 **January, Two thousand and twenty three** according to the true intent and meaning of the land Act and subject to the provisions thereof and to regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2023, shall there after pay rent of shillings **Seven hundred forty two thousand six hundred and one Tshs. (742,601/=)** only 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 **Farming Purposes Only**. Use Group 'R' use classes (a) as defined in the Urban Planning Act No.8 of 2007, Use Class Regulations of 2018.

3. The Occupier shall:-

- (a) Demarcate the boundaries of the land in accordance with the conditions of the Right and conform to the farming principles decided by the **Morogoro District Council** (hereinafter called "the authority)
  - (b) 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.
  - (c) 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.
4. The Occupier shall deliver to the Commissioner for Lands 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 the disposition.
  5. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner for Lands.
  6. The following are the right of occupier The permanent exclusive rights to the land, the subject of the right of occupancy against all persons other than the Commissioner
  7. The President may revoke the Right of Occupancy for good cause and or in the public interest.

# MROGORO DISTRICT

## INSET SHOWING DETAILS OF PLOT



LOCATION. TULO

FARM No. 1223

L.O No. 1237689

AREA. 300.52 Ha



This plan prepared in accordance with Registered plan no. 92479

is approved for the purpose of Land Registration Ordinance.

For Director of Surveys and Mapping *[Signature]*

Date 15/02/2023

Ministry of Lands, Housing and Human Settlements Development Dodoma

The issue of this plan implies no guarantee or admission of the title by the government.

**SCHEDULE**

ALL that Land known as Farm No. 1223 situated at **Tulo** in **Morogoro District** containing **Three hundred decimal five two (300.52)** hectares shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 92470 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.

**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>8<sup>th</sup></sup>...day of...**JUNE**..., 2023

Name.....**GILEAD TERI**.....

Signature.....**Gilead Teri**.....

Postal Address:.....**938 DSM**.....

Qualification:.....**EXECUTIVE DIRECTOR**.....

Name.....**ALEXANDER MNTANI**.....

Signature.....**A**.....

Postal Address:.....**P.O. Box 988 DSM**.....

Qualification:.....**SENIOR DEPUTY COMMISSIONER**.....



LAND REGISTRY MOROGORO

LEASE

Filed Document No: 2423

Date of Registration: 7-11-2023 Time: 1:00 P.M

To: MOROGORO SUGAR INDUSTRIES

LID OF P.O. BOX 105097, DSM

FOR A TERM OF 98 YRS W.E.F

1st JANUARY, 2023.

Lease holds title for 98 yrs  
7315/1-14-1988



ar



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: 7315-MGLR

L.O. No: 1237689

REF NO. No: LD/MG/5625

Made and entered into this.....<sup>17<sup>th</sup></sup> day of .....<sup>October</sup>.....2023

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 (thereinafter referred to as the "LESSOR") on the one part

AND

**MOROGORO SUGAR INDUSTRIES LIMITED**

of P.O Box 105097 DAR ES SALAAM and having certificate of incentives No. 010649 (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. 7315-MGLR in respect of land within Farm No. 1223 situated at Tulo in Morogoro 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 **January**, **Two Thousand and Twenty Three** and expiring on the **Thirty First** day of **December**, **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 Farming Purposes Only; Use Group 'R' Use Class (a) defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 2018.

**PART A: THE LESSEE SHALL:**

1. **HAVING** paid in advance Land Rent up to June, 2022, thereafter continue to pay Tshs 742,601/= (Tanzania Shillings Seven Hundred Forty Two Thousand Six Hundred One) 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 a project for sugar plantation and sugar production 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 **Morogoro 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 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, 2022 or under the provision of the Arbitration, Cap 15 of the Laws of Tanzania.

We, the within-named **MOROGORO SUGAR INDUSTRIES LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

SCHEDULE

ALL that Land known as Farm No. 1223 situated Tulo in Morogoro District Council, measuring three hundred decimal point five two (300.52) Hectares shown for identification only edged red registered on the plan attached to Lease Agreement and defined on the registered Survey Plan Numbered 92470 deposited at the Office responsible for Surveys and Mapping at Dodoma.

SEALED with the COMMON SEAL of the said ]  
TANZANIA INVESTMENT CENTRE and # ]  
DELIVERED in the presence of us this... 17<sup>th</sup> ]  
day of October ..... 2023]



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

Name: MARIAM S. NUANO  
Signature: Mariam S. Nuano  
Postal Address: 938 DSM  
Qualification: LEGAL OFFICERS MANAGER

SEALED with the COMMON SEAL of the said ]  
MOROGORO SUGAR INDUSTRIES LIMITED ]  
and DELIVERED in the presence of us this..... ]  
day of ..... 2023]

Name: KAMALESH MAHESHWARI  
Signature: Kamal Maheshwari  
Postal Address: P.O. Box 1421 MOROGORO  
Qualification: DIRECTOR

Name: MAULIK MAHESHWARI  
Signature: Maulik Maheshwari  
Postal Address: P. O. Box 1421, MOROGORO  
Qualification: DIRECTOR



FILED DOCUMENT NO: 2422  
REGISTERED NO: 7-11-2023  
AT: 1:00 PM  
Senior Asst. Registrar of Titles



TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 6500/- Paid  
Original Receipt No: 923311213085520  
Of: 07-11-2023  
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 500/- Paid  
Receipt No: 923311213085520  
Of: 07-11-2023  
Stamp Duty Officer

