

TITLE NO: 7311 - M 466
 REGISTERED NO: 19.06.2023
 AT: 1.00 PM
 Assl. Registrar

TANGANYIKA
 Stamp Duty Shs: 79085/- Land Form 22
 On Original Receipt Shs: 923087169488377
 Of: 28.3.2023
 Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs: 1000/- Paid
 Receipt No: 923087169488377
 Of: 28.3.2023
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
 NO.4 OF 1999

CERTIFICATE OF OCCUPANCY
 (Under Section 29)

Title No. 7311M466
 L.O. No. 1237690.
 Ref No LD/MG/5627.

The 19th 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 One million five hundred ninety nine thousand nine hundred and nine (Tshs. 1,599,909/=) 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.

MOROGORO DISTRICT

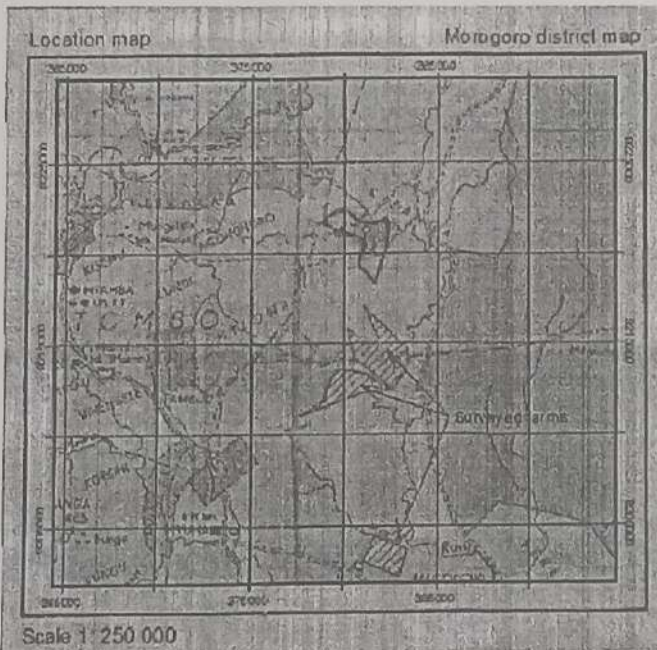
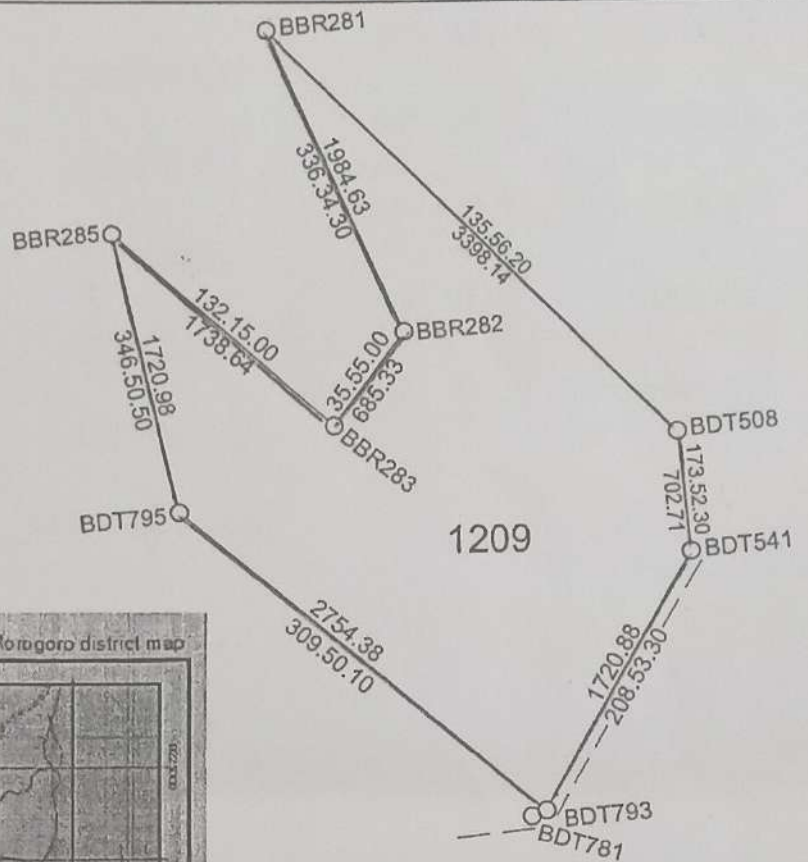
INSET SHOWING DETAILS OF PLOT

LOCATION. TUNUNGUO

FARM No. 1209

L.O No. 1237690

AREA. 647.46 Ha



This plan prepared in accordance with Registered plan no. 92473

is approved for the purpose of Land Registration Ordinance.

For Director of Surveys and Mapping.....

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.

FARM NO.1209

Station	Northings	Eastings	Bearing	Distance
BBR 281	9217043.993	381079.007		
			135.56.20	3398.14
BDT 508	9214602.137	383442.196		
			173. 52.30	702.71
BDT 541	9213903.436	383517.184		
			208 . 53.30	1720.88
BDT 793	9212396.764	382685.705		
			309 . 50.10	2754.38
BDT 795	9214161.164	380570.635		
			346 . 50.50	1720.98
BBR 285	9215836.993	380179.007		
			132 . 15.00	1738.64
BBR 283	9214668.010	381466.000		
			35 . 55.00	685.33
BBR 282	9215222.983	381868.099		
			336 . 34.30	1984.63
BBR 281	9217043.993	381079.007		

AREA =647.46 Ha

SCHEDULE

ALL that Land known as Farm No. 1209 situated at Tununguo in Morogoro District containing six hundred forty seven decimal four six (647.46) hectares shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 92473 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 8th day of JUNE 2023


Name GILEAD TERI

Signature Colwell Teri

Postal Address: 938 DSM

Qualification: EXECUTIVE DIRECTOR

Name ALEXANDER MUYANI

Signature 

Postal Address: P.O. Box 788 DSM

Qualification: SENIOR LEGAL OFFICER

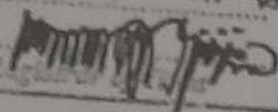


LAND REGISTRY MOROGORO
~~LEASE~~

Filed Document No: 2429

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

MOROGORO SUGAR INDUSTRIES
LTD OF P.O-BOX 105097, DIALAAM.
FOR A TERM OF 98 YRS W.E.F JANUARY
2023. Lease hold

title no. 7311/1-MGLR 



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: 7311-MGLR

L.O. No: 1237690

REF NO. No: LD/MG/5627

Made and entered into this...^{17th}...day of October...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. 7311-MGLR in respect of land within Farm No. 1209 situated at Tununguo 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 1,599,909/= (Tanzania Shillings One Million Five Hundred Ninety Nine Thousand Nine Hundred and Nine) other amount as assessed by the Commissioner for Lands or Authorised Officer being annual Land Rent, and 10% thereof 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 foregoing Lease Agreement.

SCHEDULE

ALL that Land known as Farm No. 1209 situated Tununguo in Morogoro District Council, measuring six hundred forty seven decimal point four six (647.46) Hectares shown for identification only edged red registered on the plan attached to Lease Agreement and defined on the registered Survey Plan Numbered 92473 deposited at the Office responsible for Surveys and Mapping at Dodoma.

SEALED with the COMMON SEAL of the said]
TANZANIA INVESTMENT CENTRE and ^{17/10}]
DELIVERED in the presence of us this.....]
day of October2023]



Name: GILEAD TEBI
Signature: [Signature]
Postal Address: 932 DSM
Qualification: EXECUTIVE DIRECTOR

Name: MARIONA S. NUNU
Signature: [Signature]
Postal Address: 932 DSM
Qualification: LEGAL AFFAIRS MANAGER

SEALED with the COMMON SEAL of the said]
MOROGORO SUGAR INDUSTRIES LIMITED]
and DELIVERED in the presence of us this.....]
day of2023]

Name: KAMALESH MAHESHWARI
Signature: [Signature]
Postal Address: P.O. Box 1421, MOROGORO
Qualification: DIRECTOR

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

REGISTERED NO. 7-11-2023
AT: 1:00 PM
TAX
Stamp Assn. Registrar of Taxes



STAMP DUTY ACT
Stamp Duty Slab: 1500/- Paid
On Original Receipt No: 923311213085519
Date: 07-11-2023
Stamp Duty Officer

STAMP DUTY ACT
Stamp Duty Slab: 500/- Paid
Receipt No: 923311213085519
Date: 07-11-2023
Stamp Duty Officer