

MUNICIPAL ASST REGISTRAR OF TITLES  
UNITED REPUBLIC OF TANZANIA  
MINISTRY OF LANDS HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT

OFFICE OF THE REGISTRAR OF TITLES,  
SOUTHERN HIGHLANDS ZONE,  
OF P.O. BOX 2984,  
MBEYA.



In reply please quote  
Ref. No. LR/MBV/TJ

*2nd June 2019*  
*47961/1-MBELE/30*  
*MWENGA HYDRO LIMITED*  
*P.O. BOX 555 MAFINGA - IRINGA*

RE: THE LAND REGISTRATION ACT (CAP 334)  
TITLE NO: *47961/1-MBELE L.O NO 58645*  
PLOT NO: *822* BLOCK: *1911* LOCATION: *VILLAGE*  
*MAFINGA DISTRICT*

1. I have the honor to refer to letter referenced \_\_\_\_\_ from the Assistant  
Commissioner for Lands dated \_\_\_\_\_ and enclosures thereto.

2. Having been registered, enclosed herewith find the counter part of Certificate of Title Number as above for your safe  
custody.

I have the honor to be Sir/Messrs/Madam  
Your Obedient Servant

ASST. REGISTRAR OF TITLES

Certified true copy of the Original  
Signature: *[Signature]* Date: *8/7/2019*  
DITRICK MWESIGWA  
Advocate, Notary Public & Commissioner  
for Oaths

This is to certify that the annexed Certificate of Occupancy dated

the **SIXTH** day of **May** 20**19**

is registered in the Land Registry under Title No. **47961-MBELE**

Copies of the subsisting entries in the register are within

Dated the **Twentyfourth** day of **June** 20**19**

*[Signature]*  
S.I. Mwanjama  
Registrar of Title

Title No. **47961, 1-MBELE** Description of registered land:  
AL THAT Land known as Farm NO. 822 situated at ISIPHI VILLAGE in KUPINDI  
DISTRICT measuring Three Hundred Eight Four Decimal Point Three (384.3)  
Hectares shown for identification only edged red on the plan attached  
to this Lease Agreement, and defined on registered survey plan numbered  
33433 deposited at the office responsible for survey and Mapping at  
Dar-es-salaam.

ENTRIES IN THE REGISTER  
TITLE NO. 41901, 1-MBYLR

LEASE HOLD TITLE

No. 31398-MBYLR Registered 3-6-2019 at 1:00 PM  
To: MWENGA HYDRO  
LIMITED OF P.O. BOX 555  
MAFINKA FOR A TERM OF  
98 YEARS FROM  
JULY 2018

Asst. Registrar of Titles

No. .... Registered ..... at ..... m

To .....

Asst. Registrar of Titles

No. .... Registered ..... at ..... m

To .....

Asst. Registrar of Titles

No. .... Registered ..... at ..... m

To .....

Asst. Registrar of Titles

No. .... Registered ..... at ..... m

To .....

Asst. Registrar of Titles

No. .... Registered ..... at ..... m

To .....

Asst. Registrar of Titles

No. .... Registered ..... at ..... m

To .....

Asst. Registrar of Titles

No. .... Registered ..... at ..... m

To .....

Asst. Registrar of Titles

Certified true copy of the Original  
Signed:  Date: 8/7/19  
DITRICK MWESIGWA  
A Notate, Notary Public & Commissioner  
for Oaths

Land Form 23 A.

TANZANIA

THE LAND ACT 1999  
(NO. 4 OF 1999)

# CERTIFICATE OF OCCUPANCY

(Under Section 29)

Certified True Copy  
*[Signature]*  
Assistant Registrar of Titles  
Date 25-6-2019

Certified true copy of the Original  
Sign: ~~[Signature]~~ Date 8/7/19  
DICKSON MWAESHA  
Advocate, Attorney Public & Commissioner  
for Ombudsman

Date of Issue:

Title Number: 47961-MBYLR

Land Office Number: 586645 586631 CSMLD

Land: Farm NO. 822, Isipii Village, Mufindi District,

47961-MBYLR  
06-05-2019  
09:00 AM

9392F  
Land Form No. 23  
9900344750

29-06-2018

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999

(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Certified True Copy  
Assistant Registrar  
Date 25-6-2019

Certified true copy of the Original  
Signed: [Signature] Date: 8/7/19  
DITRICK MWESIGWA  
Advocate, Notary Public & Commissioner  
for Oaths

Title No. 47961-MBYLR  
L.O. No. 586645  
586631  
LD. No. SWZ/12150.

The 26<sup>th</sup> day of February Two thousand and Nineteen

THIS IS TO CERTIFY that **THE TANZANIA INVESTMENT CENTRE**, a body established in Tanzania Under the Tanzania Investment 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 (99)** years from the first day of **July, two Thousand and Eighteen** 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 there for or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2019, shall hereafter pay rent of shillings **Nine Hundred Forty Nine Thousand Six Hundred ( 949,600/)** 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 land shall be used for **Agriculture** purposes only, **Use Group "R"** use classes (a) and (c) as defined in the Urban planning (Use Groups and Use Classes) Regulations, 2018

le

Certified True Copy  
*[Signature]*  
Assistant Registrar of Titles  
Date 25-6-2019

Certified true copy of the Original  
Sign: *[Signature]* Date: 8/7/19  
DITRICK MWESIGWA  
Advocate, Notary Public & Commissioner  
for Oaths

3. The Occupier shall:-

Plant trees all round the farm boundaries

- (a) Demarcate the boundaries of the land to the satisfaction of the **Mufindi District Council** (hereinafter called "the Authority") and thereafter to maintain such demarcation that the boundaries are always easily identifiable.
  - (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 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.
4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
  5. 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.
  6. The Right shall confer no water rights.
  7. The President may revoke the right for good cause and in public interest.

*[Handwritten mark]*

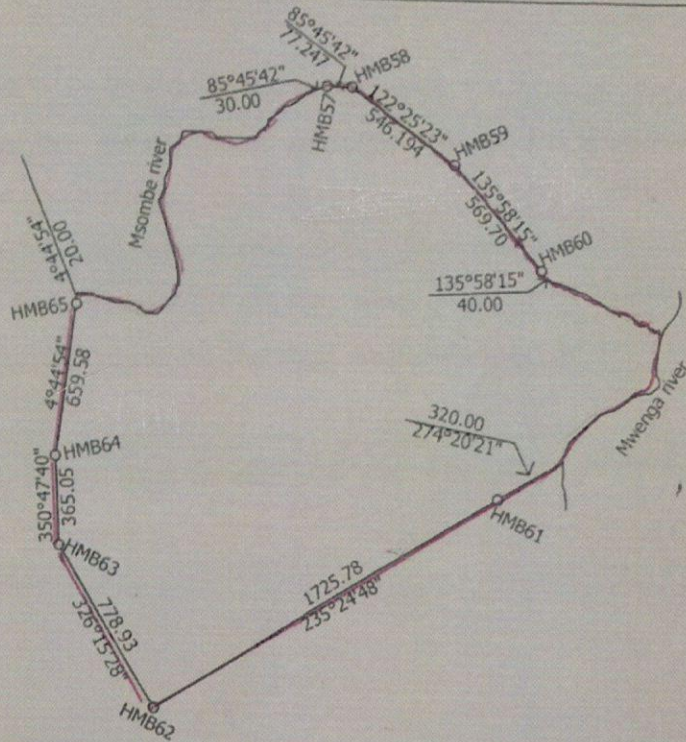
MUFINDI DISTRICT

Locality.....Isipii village

Farm No.....822

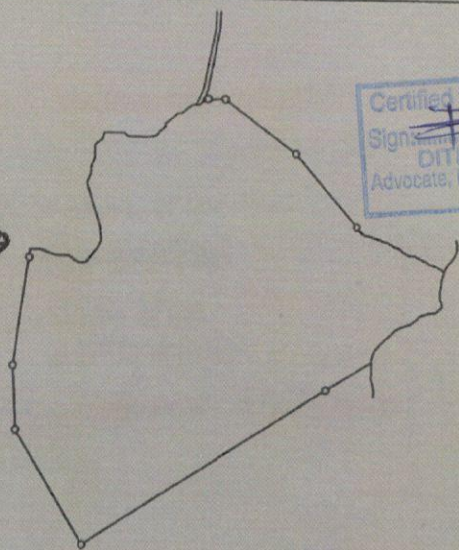
L.O No.....586631  
586645

Area..... 384.3 Ha



Certified True Copy  
*[Signature]*  
 Assistant Registrar of Titles  
 Date 25-07-2019

Certified true copy of the Original  
 Sign: *[Signature]* Date: 8/7/19  
 DITRICK MWESIGWA  
 Advocate, Notary Public & Commissioner  
 for Oaths



SEE PLAN NO. E14/601/3

This prepared in accordance with the Registered Plan Number 33433

is approved for the purpose of the Land Registration Ordinance

Director of Survey and Mapping *[Signature]* Date 03/07/2019

Ministry of Lands, Housing and Human Settlement Development, DSM

The issue of this plan implies no guarantee or  
mission of title by the Government

*[Handwritten mark]*

Certified True Copy  
*[Signature]*  
Assistant Registrar of Titles  
Date 25-9-2019

SCHEDULE

ALL that Land known as **Farm No. 822** Situated at **Isipii Village** in **Mufindi District** containing **Three hundred Eighty four decimal point three (384.3) Hectares** shown for identification only edged **red** on the plan attached to this Certificate and defined on the registered survey plan numbered **33433** 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.

*[Signature]*

Certified true copy of the Original  
Sign: *[Signature]* Date: 9/7/19  
DITRICK MWESIGWA  
Advocate, Notary Public & Commissioner  
for Oaths

ASSISTANT COMMISSIONER FOR LANDS.

The within named **THE TANZANIA INVESTMENT CENTRE** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the **COMMON SEAL** of the said

**THE TANZANIA INVESTMENT CENTRE**

And **DELIVERED** in the presence of us

This 18 day of OCTOBER 2018.

Name GEORGEY IDELPHONCE HWAMBE

Signature *[Signature]*

Postal Address: Box 938

DAR-ES-SALAAM

Qualification: EXECUTIVE DIRECTOR

Name GEORGEY X. KALLO

Signature *[Signature]*

Postal Address: Box 938

DAR ES SALAAM

Qualification: LEGAL AFFAIRS MANAGER



LEASE OF A/R/O

31398-mbyld

3-6-2019 1:00pm

MWENGA HYDRO LIMITED  
OF P O BOX 555 MAFAKA  
FOR A TERM OF 98 YEARS  
FROM 1<sup>st</sup>  
July 2018 *M. Lung*

Certified True Copy  
*M. Lung*  
Assistant Registrar of Titles  
Date 25-6-2019

UANGANYIKA STAMP DUTY ACT  
Stamp Duty Shs: 1000/- Paid  
and Revenue Receipt No. \_\_\_\_\_  
of 25-6-2019 Issued: *M. Lung*  
Stamp Duty Officer

UANGANYIKA STAMP DUTY ACT  
Stamp Duty Shs: 80,000/- Paid  
and Revenue Receipt No. \_\_\_\_\_  
of 25-6-2019 Issued: *M. Lung*  
Stamp Duty Officer

Certified true copy of the Original  
Sign: *[Signature]* Date: 8/7/19  
DITRICK MWESIGWA  
Advocate, Notary Public & Commissioner  
for Oaths




**TANZANIA INVESTMENT CENTRE**

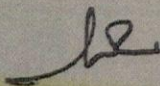
**LEASEHOLD AGREEMENT**

(Issued under Section 20 of the Land Act, Cap. 113 [R.E.2002])

Date of issue:

Land Description:

Certified true copy of the Original  
Sign:  Date: 8/7/2014  
DITRICK MWESIGWA  
Advocate, Notary Public & Commissioner  
for Oaths



TANZANIA INVESTMENT CENTRE

THE LAND ACT

(No. 4 of 1999)

DERIVATIVE RIGHT

(Under Section 20)

C.T. No: 47961-MBYLR

L.O. No: 586645

LD No: SWZ/12150

Made and entered into this.....day of .....2019

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

MWENGA HYDRO LIMITED

of P.O Box 555 MAFINGA-IRINGA and having certificate of incentives No. 120026 (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 Mbeya under Title No. 47961-MBYLR in respect of land within Farm No. 822 situated at Isipii Village in Mufindi 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 July, Two Thousand and Eighteen** and expiring on the **Thirty First day of June, Two Thousand One Hundred and Sixteen** subject to the provisions of the Land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:

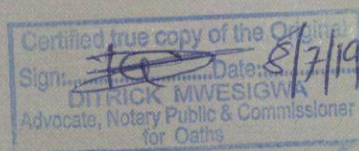
Certified true copy of the Original  
Sign:  Date: 8/7/19  
DITRICK MWESIGWA  
Advocate, Notary Public & Commissioner  
for Oaths

RE

The Land shall be used for **Agriculture** Purposes only; Use Group 'R' Use Classes (a) and (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

**PART A: THE LESSEE SHALL:**

1. **HAVING** paid in advance Land Rent up to June, 2019, thereafter continue to pay Tshs 949,600/= (Nine Hundred Forty Nine Thousand Six Hundred 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** on the land by establishing a mini hydro electric power project as approved by **Mufindi District Council** (the Authority).
4. **WHERE** necessary and permissible to erect more building(s) in accordance with building plans and specifications, that shall have been first approved by the Authority.
5. **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.
6. **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.

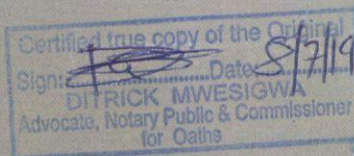
7. Allow the lessor or any other authorized government officer to get access to the leased land for official duties.
8. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
9. This derivative right shall confer no water rights.
10. **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 MWENGA HYDRO LIMITED hereby accept the terms and conditions contained in the forgoing Lease Agreement.

### SCHEDULE

ALL that Land known as Farm No. 822 situated at Isipii Village in Mufindi District, measuring Three Hundred Eighty Four Decimal Point Three (384.3) Hectares, shown for identification only edged red on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 33433 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 2<sup>ND</sup> )  
day of MAY 2019 )

Signature [Signature] )  
Postal Address P.O. BOX 988 DJM )  
Qualification EXECUTIVE DIRECTOR )

Signature [Signature] )  
Postal Address P.O. BOX 988 DJM )  
Qualification SENIOR LEGAL OFFICER )

SEALED with the COMMON SEAL of the said )  
MWENGA HYDRO LIMITED and DELIVERED )  
in the presence of us this 11 day of )  
MAY 2019 )

Signature [Signature] )  
Postal Address PO BOX 555, MAFINGA )  
Qualification MANAGING DIRECTOR )

Signature [Signature] )  
Postal Address Schwindsasse 18/18, 1210 Vienna )  
Qualification Director )



Certified true copy of the Original  
Signed [Signature] Date 8/7/19  
DITRICK MWESIGWA  
Advocate, Notary Public & Commissioner  
for Oaths

FILED DOCUMENT No. **31398-MB**  
REGISTERED **3-6-2019**  
**1:00pm**  
*[Signature]*  
Asst. Registrar of Titles

**MALAWI STAMP DUTY**  
Stamp Duty Sisa **500/-** Paid  
and Revenue Receipt No. **3-6-2019**  
of *[Signature]*  
Stamp Duty Officer

**MALAWI STAMP DUTY**  
Stamp Duty Sisa **1000/-** Paid  
on original Receipt No. **3-6-2019**  
of *[Signature]*  
Stamp Duty Officer

Certified true copy of the original  
Signed *[Signature]* Date: **8/7/19**  
**DITRICK MWESIGWA**  
Advocate, Notary Public & Commissioner  
for Oaths

ENTRIES IN THE REGISTER  
TITLE NO. 47901, 1-MBYLE

No. .... Registered ..... at ..... m To .....	No. .... Registered ..... at ..... m To .....
Asst. Registrar of Titles	Asst. Registrar of Titles

No. .... Registered ..... at ..... m To .....	No. .... Registered ..... at ..... m To .....
Asst. Registrar of Titles	Asst. Registrar of Titles

No. .... Registered ..... at ..... m To .....	No. .... Registered ..... at ..... m To .....
Asst. Registrar of Titles	Asst. Registrar of Titles

No. .... Registered ..... at ..... m To .....	No. .... Registered ..... at ..... m To .....
Asst. Registrar of Titles	Asst. Registrar of Titles

Certified true copy of the Original  
Sign: [Signature] Date: 8/7/19  
D. M. WESIGWA  
Notary Public & Commissioner  
for Oaths