The Malawi Gazette Supplement, dated 2nd May, 2025, containing Regulations, Rules, etc. (No. 13A)

GOVERNMENT NOTICE NO. 33

INVESTMENT AND EXPORT PROMOTION ACT

(NO. 6 OF 2024)

INVESTMENT AND EXPORT PROMOTION (FORMS AND FEES) REGULATIONS, 2025

ARRANGEMENT OF REGULATIONS

IN EXERCISE of the powers conferred by section 52 of the Investment and Export Promotion Act, 2024, I, VITUMBIKO AUGEANS ZASAMULA MUMBA, Minister of Trade and Industry, on the recommendation of the Centre, make the following Regulations—

Part I—Preliminary

Citation

1. These Regulations may be cited as the Investment and Export Promotion (Forms and Fees) Regulations, 2025.

Part II—Investment Certificates

Application, etc., of an investment certificate

2.—(1) An application for—

(*a*) an investment certificate;

(*b*) a replacement of an investment certificate;

(*c*) an amendment to an investment certificate; or

(*d*) a transfer of an investment certificate,

shall be made to the Centre, in the form set out in the *First Schedule*.

(2) An application referred to under subregulation (1) shall be accompanied by the fee prescribed in the *Fourteenth Schedule*.

Issuance fee

3. A successful applicant shall be required to pay to the Centre an issuance fee prescribed in the *Fourteenth Schedule*, Before the Centre issues a certificate referred to under regulation 2,

Form of an Investment certificate

4. An investment certificate issued under section 23 (4)(*a*) of the Act shall be in the form set out in the *Second Schedule*.

Renewal of an investment certificate

5.—(1) An application for a renewal of an investment certificate under section 25 (2)(*a*) of the Act shall be in the form set out in the *Third Schedule*.

(2) An application for renewal of an investment certificate shall be accompanied by a fee as prescribed in the *Fourteenth Schedule*.

Part III—Exporter Registration Certificates

Application for an exporter registration

6.—(1) An application for an exporter registration certificate provided for under section 29(3)(*a*) of the Act shall be made in the form set out in the *Fourth Schedule*.

(2) An application referred to under subregulation (1) shall be accompanied by the fee prescribed in the *Fourteenth Schedule*.

Form of an exporter registration certificate

7. An exporter registration certificate issued under section 29(6)(*a*)(i) of the Act shall be in the form set out in the *Fifth Schedule*.

Renewal of an exporter registration certificate

8.—(1) An application for a renewal of an exporter registration certificate under section 30(2)(*a*) of the Act shall be in the form set out in the *Fourth Schedule*.

(2) An application for renewal of an exporter registration certificate shall be accompanied by a fee prescribed in the *Fourteenth Schedule*.

9. Where an applicant for an exporter registration certificate or a holder of a certificate, issued under the Act is required to submit to the Centre information on their annual turnover, that information shall be provided in the form set out in the *Sixth Schedule*. Annual turnover form

PART IV—APPEALS

10.—(1) Where a person is dissatisfied with a decision of the Centre as provided under section 40 of the Act, that person shall lodge an appeal to the Minister in the form set out in the *Seventh Schedule*. Form of an appeal

(2) The form of appeal referred to in subregulation (1) shall be submitted in triplicate.

11. An *adhoc* appeals panel to be appointed by the Minister in accordance with section 41 of the Act shall consist of— *Adhoc* appeals panel

(*a*) a senior official from the Ministry responsible for trade and investment, who shall be the chairperson;

(*b*) a senior official from a relevant Ministry or public body; and

(*c*) a senior official from the private sector.

12.—(1) Upon receiving a notice of appeal under section 40 of the Act, the Minister shall— Appeals procedure

(*a*) enter the particulars of the appeal in a register of appeals to be maintained by him or her;

(*b*) send an acknowledgement letter to the appellant;

(*c*) send a copy of the notice of appeal to the Centre; and

(*d*) appoint an *adhoc* appeals panel to hear the appeal.

(2) Not later than fourteen days after its appointment, the *adhoc* appeals panel shall send to the appellant and the Centre a notice informing them of the place and date of the hearing of the appeal, which shall not be later than fourteen days after the date on which the notice is sent.

(3) On the date of the hearing, the appellant or the Centre may—

(*a*) appear either in person or by any representative appointed by the parties, in writing, including a legal practitioner; and

(*b*) call witnesses, who may be subject to cross-examination and re-examination.

(4) Subject to the Act and these Regulations, an adhoc appeals panel may regulate its own rules of procedure.

PART V—SUBLEASE OF LAND

13. A holder of an investment certificate under the Act may apply for a sub-lease of land from the Centre in the form as set out in the *Eighth Schedule*. Application for a sublease of land

Offer of sublease

14. The Centre shall make an offer of sub-lease to a successful applicant in the form as set out in the *Ninth Schedule*.

Form of sublease of land

15. The Centre shall issue a sub-lease of land to an applicant, who accepts an offer of sub-lease, in the form as set out in the *Tenth Schedule*.

Certificate of completion

16. The Centre shall issue a certificate of completion to a holder of the sub-lease, upon payment of development charges, ancillary fees and duties, in the form as set out in the *Eleventh Schedule*.

Withdrawal of sublease of land

17.—(1) Subject to subregulations (2) and (3), the Centre may withdraw any sub-lease of land granted pursuant to the Act where a holder of the sub-lease has failed to meet the conditions of the sub-lease or has failed to comply with any written instructions from the Centre.

(2) Where the Centre is satisfied that a holder of a sub-lease has failed to meet a condition of the sub-lease or has failed to comply with a written instruction from the Centre, the Centre may give the holder of the sub-lease a written notice of breach, in the form as set out in the *Twelfth Schedule*.

(3) Where the holder of the sub-lease fails to remedy the breach specified in the notice of breach, the Centre may re-enter the land by issuing the holder of a sub-lease with a notice of re-entry in the form as set out in the *Thirteenth Schedule*.

FIRST SCHEDULE

(reg. 2(1))

APPLICATION/ REPLACEMENT/TRANSFER/ AMENDMENT FORM FOR AN INVESTMENT CERTIFICATE

Type of application: (Please tick appropriate box)

1. New ☐		3.	Replacement ☐
2. Transfer ☐		4.	Amendment ☐

Section A—Company Details

1. Company Name ....
2. Investment Certificate Number (Existing investors only)...
3. Contact name of Director/Shareholder ....
4. Tel/Cell Number for directors/shareholders..
5. Email Address...
6. Postal Address ....
7. Physical Address ....

8. Identification number of Director/Shareholder.(*For local directors/shareholders provide national identification number whilst for foreign directors/shareholders provide passport numbers*)

....

....

....

9. Tax Identification Number (TIN) ....

SECTION B—PARTICULARS OF THE PROJECT SHAREHOLDERS

Please indicate Shareholder/Ownership Information and type of investment in table below—

Tick in the appropriate box

1. Shareholder ☐
2. Foreign ☐
   Trustee ☐
   Domestic[2] ☐
3. Joint venture ☐

No.	*Name*	*Nationality*	*Percentage Shareholding/Contribution*
1.			
2.			
3.			
4.			

LIST OF LOCAL DIRECTORS IN TABLE BELOW:

No.	*Name*	*Contacts*	*Identification Number*
1.			
2.			

[2] Domestic investor means an investor who is— (*a*) a natural person who is a citizen, or a permanent resident, of Malawi; (*b*) a partnership or association in which the controlling interest is owned by a person who is a citizen or permanent resident, or jointly owned by persons who are, citizens or permanent residents, of Malawi; (*c*) a legal person incorporated under the laws of Malawi in which— (i) more than fifty per cent of shares are held by persons who are citizens or permanent residents of Malawi; or (ii) fifty per cent or more of the voting rights are held by persons who are citizens or permanent residents of Malawi;

SECTION C—PARTICULARS OF THE PROJECT

1. Type of project - Tick in the appropriate box

New	☐	Expansion	☐	Existing[3]	☐
PPP[4]	☐	Merger	☐	Acquisition	☐

2. Main Sector of Operations[5] (Refer to footnote 5) :…………………………………………………
3. Product (s) / Service(s):………………………………………………………………………………
4. Project Location:…………………………………………………………………………………………
5. Project Commencement Year: ……………………………………………………………………
6. Reasons for Amendment, replacement or Transfer (where applicable)

………

………

………

………

7. General Investment Details (please complete the table that follows)………………………

	New Ventures	*Existing Ventures* (*Please provide actuals as at date of application*)
Investment Level (USD)		
Employment Level		

8. *Specific Employment Details*[6] (please complete the table that follows) …………………

Malawian Employees	*Total Number*
Management	
Skilled (professional)	
Skilled (technical)	
Unskilled	
Total malawian employees	

[3]Existing entails a company that is already operational (i.e. already producing and/or providing a service).

[4]PPP entails Public Private Partnership

[5]All sectoral licenses, permits and requirements must be acquired from relevant authorities. Once attained, submit proof to MITC.

[6]Management Employees entail those in supervisory and decision making positions;

Skilled Employees entail those with formal training in their area of work and capable of exercising considerable independent judgement and discharging duties with responsibility. They possess a thorough and comprehensive knowledge of their trade. Examples of Skilled Professional labor include accountants, Human Resource and Administration, physicians, attorneys, engineers, scientists, architects, professors. Examples of Skilled Technical labour include plumbers, electricians, secretaries, drivers, builders

Unskilled Employees entail those who carry out operations that involve the performance of simple duties, which require little or no independent judgement or previous experience although familiarity with the occupational environment is necessary. Their work may thus require in addition to physical exertion, familiarity with variety of articles or goods. The work requires no specific education or experience and takes no more than 30 days to learn.

Expatriate Employees	*Total Number*	*Actual Positions held or pledged*
Management		
Skilled (professional)		
Skilled (technical)		
Total expatriate employees		

9. PROJECT INVESTMENT COSTS IN USD - (New applicants only)

	Amount (USD)
Land and Land Development	
Plant and Machinery	
Motor Vehicles	
Furniture and Fittings	
Working Capital	
Others (Specify)	
Total (USD)	

10. PROJECT FINANCING PLAN

Source	*Amount (USD) Foreign*	*Amount (USD) Local*	*Total (USD)*
Equity			
Loan			
Profit/Retained Earnings (For Existing/Expansions)			
Donations/Contributions			
Total (US$)			

11. PROJECT IMPLEMENTATION SCHEDULE

Implementation Stages (in weeks)	*Estimated Period/Status*
Land or Site acquired	
Land/site preparation completed	
Recruitment of labour initiated	
Building construction /rehabilitation/maintenance of site started	
Building construction /rehabilitation/maintenance of site completed	

Implementation Stages (in weeks)	*Estimated Period/Status*
Machinery/ operational equipment installation started	
Machinery/ operational equipment installation completed	
Trial production started (not applicable to services)	
Commercial production/operations started or service commenced	

12. Project Requirements (*Please tick (√) in the boxes, indicate number of permits, size of land required and location, type of utilities and capacity where appropriat*e)

	Tick	*Number/Size*
Business Residence Permit		
Employment permit		
Tax Incentives		
Industrial plots (Land)		
Utilities (power, telephone, water)		

SECTION D—SUBMISSION

1. Project Application Enclosures (please indicate the application enclosures)....................

   Detailed Business Plan
   Certificate of Incorporation in Malawi
   Memorandum and Articles of Association
   Scanned/Photocopied Passport Personal Information pages of Shareholders
   If the shareholder is another company provide the certificate of incorporation
   Brief description of positions to be held by expatriates
   Project Brief *(3-5 Paged Summary of Project Which will be sent to the Environmental Affairs Department to determine whether project requires Environmental Impact and Social Assessment)*

2. Applicant/Entity Disclosure

   *Have you or any of the directors or the entity been convicted of any crim*e

   Yes ☐ No ☐

   If yes briefly explain ....

   ....

   ....

   (*Failure to disclose may lead to revocation of certificate*)

3. DECLARATION

I/we hereby declare that the particulars given in this application are true to the best of my/our knowledge and all financial estimates have been made in good faith. Any false information may render this application ineligible for investment approvals/investment incentives

Dated this .... day of .... 20....

Signature ....

Name...
(*BLOCK LETTERS*)

Designation: ……………………….........……………………………………….……………

To be submitted to:

The Director General, Malawi Investment and Trade Centre, Private Bag 302, Lilongwe 3, Malawi. Tel: +265 770 800 / +265 771 315; Fax: +265 771 781,
Email: mitc@mitc.mw / Website: www.mitc.mw

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		Name of officer/signature
Date application is received		
Date application fee is paid		
Date application is tabled		
Date application is received		
Date recommendations are submitted to Board for approval		
Date Board communicates the determination of submissions		
Date issuance fee is paid		
Date of issuance of the Investment Certificate		
Approved/not approved		(Circle as appropriate)

Section E—Payment Details

Investment Certificate Number									

Dollar payments should be made to TRADE FEES FCDA, ACCOUNT NUMBER 1000944617 National Bank of Malawi, Capital City Branch. Kwacha Equivalent payments should be made to TRADE FEES LOCAL ACCOUNT 1000298804, National Bank of Malawi, Capital City Branch.

SECOND SCHEDULE (reg. 4)

INVESTMENT CERTIFICATE

Certificate No. .... Issued at ....,

This is to certify that

....

COMPANY NAME

has been granted authority to operate as a Registered Investor in the business of

....

SECTOR OF OPERATIONS

Located at plot: .... District: ....

This Certificate guarantees the Investor priority investment service support under the One Stop-Investment Centre.

Dated this .... day of ....

Expiry date ....day of ....

....

(Official Stamp) *Director General*

INVESTMENT CERTIFICATE CONDITIONS

1. The certificate is issued for the specified sector and activity including products or services.
2. There shall be no change in the nature of business unless approved by the Centre and the certificate is not transferable.
3. Investment capital of the project shall be not less than the amount indicated in the project proposal.
4. The project shall employ not less than the number of local employees and not more than the number of expatriate employees indicated in the application form
5. The project will commence operations 3 months from the date of approval of this Investment Certificate.
6. The investor is advised to acquire necessary approvals from the Malawi Environmental Protection Authority regarding disposal of waste.
7. The business shall be located in a designated area and not in a residential area or any other area that inconveniences the peace of neighbours.
8. The business shall not be involved in any illegal acts that are contrary to any of the laws of Malawi.
9. The Company shall submit annual financial reports to the Centre including audited accounts.
10. Renewal of the certificate shall be done after the Centre has conducted an assessment of the company and that submissions that were made in the initial application have been fulfilled.

11. Renewal of the certificate will be done where there is proof that under-studies exist and have taken over some positions.
12. The company shall comply with the investigations team when under probe and shall surrender the certificate if found guilty of any wrongdoing.
13. The certificate will be revoked if it is established that it was acquired fraudulently or by mis-presentation or misleading statements.
14. The holder of the certificate must apply for renewal of the certificate three (3) months before the stated expiry date.

THIRD SCHEDULE (reg. 5(1))

INVESTMENT CERTIFICATE RENEWAL FORM

SECTION A—COMPANY DETAILS

1. Company Name :…..
2. Investment Certificate Number:…..
3. Postal Address :…..
4. Physical Address ....
5. Telephone/Cell Number ....
6. Email Address...
7. Contact Person...

SECTION B—PARTICULARS OF SHAREHOLDERS

8. Please list shareholder information in the table below:

No.	*Shareholder Name*	*Nationality*	*Percentage Shareholding*
1.			
2.			
3.			
4.			

SECTION C—PARTICULARS OF THE PROJECT

9. Main sector of operations ....
10. Product(s)/service(s) ....
11. Project location:...
12. Project commencement year:...
13. General investment details (*please complete the table that follows*)..................................

	Initial	*Current*
Investment (USD)		
Total Employment Level		

14. Current Specific Employment Details[7] (*please complete the table that follows and attach list of employees with their positions*)

Malawian employees	Total Number
Management	
Skilled (professional)	
Skilled (technical)	
Unskilled	
Total Malawian employees	

Expatriate employees	Total Number
Management	
Skilled (professional)	
Skilled (technical)	
Total expatriate employees	

15. Has the notice of non-compliance been issued at any time throughout the duration of the certificate? Yes No

If yes, provide details...

....

....

16. If yes to the above, have you completed all corrective actions within the period specified in the period of the non-compliance? Yes No

If yes, provide details...

[7] *Management employees* entail those in supervisory and decision making positions;

Skilled Employees entail those with formal training in their area of work and capable of exercising considerable independent judgement and discharging duties with responsibility. They possess a thorough and comprehensive knowledge of their trade. Examples of *Skilled Professional* labor include accountants, Human Resource and Administration, physicians, attorneys, engineers, scientists, architects, professors. Examples *of Skilled Technical* labour include plumbers, electricians, secretaries, drivers, builders

Unskilled employees entail those who carry out operations that involve the performance of simple duties, which require little or no independent judgement or previous experience although familiarity with the occupational environment is necessary. Their work may thus require in addition to physical exertion, familiarity with variety of articles or goods. The work requires no specific education or experience and takes no more than 30 days to learn.

SECTION D—SUBMISSION

17. Project Application Enclosures (please indicate the enclosures)—
    (*a*) Comprehensive report on project implementation since issuance of the investment certificate;
    (*b*) Most recent audited financial statements;
    (*c*) Sector specific licences (where applicable); and
    (*d*) Original Investment Certificate.

18. Declaration

    I/we hereby declare that the particulars given in this application are true to the best of my/our knowledge and all financial estimates have been made in good faith. Any false information may render this application ineligible for investment approvals/investment incentives

    Dated this .... day of .... 20 ......

    Name.. Signature.............................
    (*BLOCK LETTERS*)

    Designation:...

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Scoring Form for Investment certificate Renewal Applications:

Metric	*Achieved (▣)*	*Not Achieved (▣)*	*Weight (%)*
Project timelines met according to agreed schedule (80% or more)			10
Investment made meets or exceeds 65% of pledged investment			25
Employment generated meets or exceeds 70% of pledged employment			15
Local skilled employees meet or exceed 70% of pledged number			10
Export initiatives, diversification or expansion plans initiated			10
Pledged Corporate Social Responsibility (CSR) initiatives initiated			5
Valid Malawi Environmental Protection Authority certificate (where applicable)			5
Tax Clearance obtained			10
Sector permit obtained and is valid (where applicable)			5
No more than two compliance letters issued by a Government entity			5
Total			100

Note: Minimum total score required for renewal: 65%

FOURTH SCHEDULE (regs. 6(1) & 8(1))

APPLICATION FOR AN EXPORTER REGISTRATION CERTIFICATE

Malawi Investment and Trade Centre,
Private Bag 302,
Lilongwe 3.

Note: This application should be submitted to the Director General of the Centre at the above address and should be accompanied with a fee of USD50 for Cooperatives and SMEs, and USD150 for incorporated companies, partnerships and other exporters.

First time Application .... Application Renewal ....

1. Name of Applicant :..

2. Contact Information—

Full Postal Address :...

Tel :...

Fax .... Email ....

3. Location of Office/Factory (Plot No.) :...

4. Name of Industry :...

5. Nature of Business activity :...

6. Legal Status (Please tick whichever is applicable)

(*a*) Public Company.......................... Private Company with Limited ....

(*b*) Liability .... Sole Proprietor ....

(*c*) Partnership .... State owned corporation ....

(*d*) Cooperative .... SME ....

(*e*) Other :...

7. Business registration/incorporation No./SME Order Registration No ....

8. Date of Establishment .... (dd/mm/yyyy)

9. Size of capital investment—

(*a*) Equity ....

(*b*) Loan ....

(*c*) Profit/Retained Earnings ....

(*d*) Donations/Contributions ....

10. Number of employees :...

11. Names and postal addresses of directors (where applicable)—

(1) ....

(2) ....

(3) ....

12. Products to be exported—

(*a*) ....

(*b*) ....

(*c*) ....

(*d*) ....

13. Export Performance—

(*a*) Value of: (CIF) or (FOR)..

(*b*) Existing export orders..

14. Bankers ....

....

Branch..

....

15. Declaration—

I/We hereby declare that the above information is true and correct to the best of my/our knowledge and belief.

Place ....

Signature(s)..

Date ....

Name (In Block Letters) ....

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REGISTRATION APPROVED/NOT APPROVED—

(*a*) Certificate No ....

(*b*) Name ....

(*c*) Date ....

(*d*) Signature of Director General for the Centre ....

FIFTH SCHEDULE (reg. 7)

EXPORTER REGISTRATION CERTIFICATE

I hereby certify that ....
This ....day of .... Have /has been duly registered pursuant to and in accordance with the provisions of the Investment and Export Promotion Act, 2024, and rules made there under, and have/has been registered under the number in this Register of exporters of products of Malawi.

Given under my hand this .... day of .... Two Thousand and twenty-four

....
Director General

Certificate No. .... Expiry Date:..

SIXTH SCHEDULE (reg. 9)

ANNUAL RETURN FORM

Malawi Investment and Trade Centre,
Private Bag 302,
Lilongwe 3.

1. Name of Exporter...

2. Status of Exporter: (Please tick appropriate box)—

(*a*) General Merchant;

(*b*) Manufacturer;

(*c*) Grower;

(*d*) Mining Companies;

(*e*) Energy;

(*f*) Infrastructure;

(*g*) Tourism service providers; and

(*h*) Other (Please specify).

3. Goods/Services exported (Value in Kwacha)

20.......... 20.......... 20.......

(*a*) ....K

(*b*) ....K

(*c*) ....K

(*d*) ....K

Total

4. Annual Turnover (both domestic and export sales) Nature of goods—

20.......... 20.......... 20.......

(*a*) ....K

(*b*) ....K

(*c*) ....K

(*d*) ....K

Total

5. Percentage of Exports to Total Business turnover Nature of goods—

(*a*) ....

(*b*) ....

(*c*) ....

(*d*) ....

Total

5.—(1) Particulars of credit/bank facilities enjoyed—

(*a*) Trade Credit (state period)...

(*b*) Money Lender...

(*c*) Bank Finance...

(*d*) Other (Please specify)...

(2) Manner of receipt of payment—

(*a*) In advance...

(*b*) against confirmed/unconfirmed LC...

(*c*) on documents against acceptance...

6. Areas of concern—

(*a*) drawback of duty...

(*b*) storage before shipment...

(*c*) freight costs..

(*d*) bank finance...

(*e*) low overseas prices...

(*f*) taxallowance..

(*g*) Other (please specify)...

7. Overseas experience non-payment—

(*a*) protracted delays...

(*b*) refusal to accept goods..

(*c*) import controls..

(*d*) delays in transfer of proceeds...

(*e*) Other (Please specify)..

8. Suggestions for improvement in existing services (please give a brief narration)—

(*a*) Date:..

(*b*) Signature:..

(*c*) Designation...

SEVENTH SCHEDULE (reg. 10 (1))

APPEAL FORM

Reference Number: ....

PARTICULARS OF THE COMPLAINANT

Name				
Exporter Registration or Investment Number				
Postal Address				
Contact Numbers	Tel. (B)		Facsimile	
	Cellular			
E-Mail Address				

Is the appeal lodged on behalf of another person?	Yes		No	
If answer is "yes", capacity in which an internal appeal on behalf of another person is lodged: (*Proof of the capacity in which appeal is lodged, if applicable, must be attached.*)				

PARTICULARS OF PERSON ON WHOSE BEHALF THE APPEAL IS LODGED
(*If lodged by a third party*)

Full Names				
Identity Number				
Postal Address				
Contact Numbers	Tel. (B)		Facsimile	
	Cellular			
E-Mail Address				

GROUNDS FOR APPEAL
(*If the provided space is inadequate, please continue on a separate page and attach it to this form. all the additional pages must be signed*)

State the grounds on which the appeal is based:	
State any other information that may be relevant in considering the appeal:	

You will be notified in writing of the decision on your appeal. Please indicate your preferred manner of notification:

Postal address	Facsimile	Electronic communication (*Please specify*)

Signed at .... this ...... day of ...., 20.....

....
Signature of Appellant/Third party

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OFFICIAL RECORD OF APPEAL

Appeal received by: (*state rank, name and surname of Information Officer*)	
Date received:	

Appeal accompanied by the reasons and, where applicable, the particulars of any third party to whom or which the record relates:	Yes	
	No	

Signed at .... this .... day of .... 20.....

EIGHTH SCHEDULE (reg. 13)

SUB-LEASE APPLICATION FORM

APPLICATION FORM FOR LONG TERM LEASE OF A PLOT

NOTE: It is a requirement under the provisions of the Land Act CAP 57.00 that an application fee of K50,000 should be paid.

1. DETAILS OF APPLICANT NB: this must be one of the following:

    Registered limited Company ....

    Registered Trust ....

    Corporation ....

    Statutory body or parastatal ....

    Government Department of Ministry ....

2. FULL OR REGISTRED NAME ....

    REGISTRATION NUMBER ....

    INVESTMENT CERTIFICATE NUMBER ....

    Date of expiry of investment certificate) ....

    TAX IDENTIFICATION NUMBER ....

Names of major shareholders or Trustees

	FULL NAME	NATIONALITY	SHARE
1.	....	....	....
2.	....	....	....
3.	....	....	....
4.	....	....	....

5. CONTACT PERSON FULL NAME ....

(*a*) Physical Adress ....

(*b*) Postal Address ....

(*c*) Phone Number ....

(*d*) Email Address ....

3. (*a*) NAME OF LOCATION ....

(*b*) ESTIMATED LAND REQUIRED ....

(*c*) TYPE OF USES OF LAND APPLIED FOR (tick only one of the following)—

(i) Light industry;

(ii) Commercial;

(iii) Tourism;

(iv) Heavy Industry;

(v) Institutional; and

(vi) Other (please specify).

4. BRIEF DESCRIPTION OF PROPOSED DEVELOPMENT

(*a*) Estimated capital expenditure on building K..

(*b*) Estimated capital available for land acquisition K..

(*c*) Proposed commencement date of construction K..

(*d*) Anticipated completion date K..

(*e*) Name of appointed registered architect or engineer K..

5 CAPITAL POSSESSED BY THE APPLICANT (give brief description of capital assets, ...

....

PROPOSED METHOD OF FUNDING. e.g. Mortgage, Loan, etc.

6. DECLARATION OF OTHER LEASEHOLD, FREEHOLD LAND OWNED IN MALAWI LOCATION

(*a*) NUMBER ....

(*b*) SIZE ....

7. SIGNATURE OF APPLICANT ....

DATE...

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Date Received:

Comment

Approved ....

Deferred ....

Rejected ....

Application Fee Receipt

No .... Passed to .... Date stamp (below)

NINTH SCHEDULE (reg. 14)

OFFER FOR SUB-LEASE OF LAND

(*a*) OFFER LETTER–UN SERVICED LAND

Ref. No. MITC/......./......./2..../01 DATE...

Applicant Address,

....,

....,

....

Dear Sir/Madam,

OFFER OF A SUBLEASE .... OF A HECTARE OF .... (TYPE OF LAND) LAND AT .... VILLAGE, TRADITIONAL AUTHORITY .... IN .... DISTRICT

I am pleased to inform you that your application for a sublease of the above property has been approved by the Malawi Investment and Trade Centre.

Accordingly, you are offered a sublease of the property subject to the provisions of the Land Act and the Regulations made there under (with such modifications only as the Minister may deem necessary) and to the following conditions—

(*a*) Premium : Amount in figures and words

(*b*) Duration : Years from ....

(*c*) Rent : K .... a year payable on .... in every year subject to adjustment (either upwards or downwards) by reference to the area appearing in the Sketch Plan and later by reference to the area appearing in the Deed Plan and subject also to revision upon the Minister introducing a new scale of rents for this type of property.

Ref. No. MITC/...../......./......./....... (Applicant Name)

(*d*) Permitted use: ....

(*e*) Sum to be spent on Development: USD ....

(*f*) Date by which development should be completed ....

(*g*) MITC may require that the lessee insure all buildings on the demised premises against loss or damage.

(*h*) The lease will be prepared and you will be allowed into possession when I have received from you the sum of K .... payments of the fees and duties set out in the attached statement but it is Subject to ground verification on the status and boundaries of the said plot prior to preparation of lease.

(*i*) As a cadastral survey of the area to be subleased to you has not been undertaken, preparation of the SUBLEASE DOCUMENT will wait till Deed Plans are supplied by the Surveyor General and you will be asked to pay the survey fees before the exercise.

(*j*) The ground rent charges will be subject to revision at the end of the sub-lease tenure or when need arises.

(*k*) This offer will lapse, if not accepted and all fees and duties paid within .... days of the date hereof.

Yours faithfully,

Director General

Ref. No. MITC/...../....../2...../...... (Date)..................................

1. STATEMENT OF FEES AND DUTIES

2. *ITEM* *AMOUNT*

(*a*) Premium	K................................
(*b*) Drawing fee	K................................
(*c*) Stamp Duty	K................................
(*d*) Registration fee	K................................
(*e*) Rent from to	K................................
(*f*) Land Lease Application fees	K................................
TOTAL	K................................

NOTE:

1. This statement must accompany the remittance and be forwarded to the Malawi Investment and Trade Centre, Private Bag 302, Lilongwe 3.

2. The above-mentioned total sum should be remitted by cash, electronic or bank certified cheque made payable to ‘MALAWI INVESTMET AND TRADE CENTRE’.

To: Applicant Address,

....,

....,

....

I have received payment of the above-mentioned sum of K...

And have issued General Receipt Number .... Date ....

....
Revenue Collector

OFFER OF SUB LEASE TO SERVICED LAND

In reply, please quote ref. No. Date

Address

Dear Madam/Sir,

OFFER OF LEASE OF A COMMERCIAL PLOT NUMBER .... COMPRISING .... OF A HECTARE OF PUBLIC LAND SITUATED AT .... IN THE CITY OF LILONGWE

I refer to your application for a plot .... I am pleased to inform you that the Director General of Malawi Investment and Trade Centre has approved that the above-mentioned plot be allocated to you subject to the payment of the development charges and other related fees and duties and to the observance of the provisions of the Land Act, the Registered Land Act and Investment and Export Promotion Act and the Regulations made thereunder as well as the terms and conditions detailed below—

(*a*) Development Charges K..........................

(*b*) Application Fees K..........................

(*c*) Other related fees and duties—

(i) Stamp Duty K..........................

(ii) Lease fees K..........................

(iii) Certificate of Lease fees K..........................

(iv) Land rent from K..........................

(v) Registration fees K..........................

Total fees and duties K..........................

Take note that the development charges and other related fees and duties are payable in advance and separately.

Payment of the development charges and other related fees and duties should be made payable to "*Malawi Investment Trade Centre*" either by cash or bank certified cheques only and the said payment should be effected within a period of 90 (ninety) days from the date hereof. Also take note that the offer of lease will automatically lapse if full payment of the development charges and other related fees and duties will not be effected within the period of 90 days referred to above. This will result in automatic withdrawal of the said plot from you and re-allocation of the same to other interested develop without further reference to you. Any payment made prior to the withdrawal of the plot will not be refundable.

Take further notice that you will be required to fully develop the said plot within a period of 2 (two) years from the date hereof. However, developments on the said plot shall only commence after paying the development charges and other related fees and duties in full and after obtaining planning permission from……...............................….. A title deed will only be issued after full payment of the said development charges and other related fees and duties.

Failure to commence development on the said plot within the said period of 2 (two) years will lead to the termination of lease, re-entry of the plot and re-allocation of the same to another prospective developer. Development charges or any part thereof and other related fees and duties including any moneys expended on the uncompleted developments, if any will not be refundable as a result of the termination of lease and re-entry of the plot.

There will also be an annual land rent of .... payable on the 1st day of April every year and the said rent will be subject to review.

I look forward to receiving full payment of the development charges and other related fees and duties within 90 (ninety) days from the date hereof.

Yours faithfully,

For: DIRECTOR GENERAL

TENTH SCHEDULE (reg. 15)

SUB-LEASE

THIS SUB-LEASE IS MADE THE .... DAY OF ....

BETWEEN THE MALAWI INVESTMENT AND TRADE CENTRE (hereinafter called “the MITC” or “the Lessor”) of the one part; and ...., (hereinafter called “the Lessee”) of the other part.

WHEREAS:

1. By a Lease dated the ..... day of November, ..., the Minister of the Government of Malawi responsible for Land Matters and MITC (registered as Deed Number............................) hereinafter called “the Head Lease” the land comprising .... or thereabouts situated at .... the boundaries whereof are more particularly described and delineated on Survey Department Sketch Plan No. .... annexed to the Head Lease ....) were demised to MITC for the term of .... years from the .... day of ....;

2. The Lessor now wishes to sublet to the Lessee the said land extending to approximately .... and the Lessee has agreed to sub-lease the said part subject to the covenants conditions and stipulations contained in the Head Lease and to further covenants conditions and stipulations as contained hereunder.

NOW THIS SUB-LEASE WITNESSETH as follows—

THE SITE

1. The Lessor hereby agrees to let to the Lessee vacant land extending approximately .... located in .... in the Republic of Malawi known as Plot .... the boundaries whereof are more particularly described and delineated on Plan .... (hereinafter called "the Site") for a term of .... YEARS with effect from the .... day of November Two Thousand Twenty Two with an option to renew for a further term on the same terms and conditions as contained in the Lease Agreement (except for an option for renewal).

RENTALS

2. With effect from ...., at a ground rent of .... (K.................) payable half yearly in advance (subject to adjustment under the provisions of clause 5 and/or revision under the said Act) the said yearly rent (or adjusted or revised rent as the case may be) to be paid in advance (whether formally demanded or not) clear of all deductions on the first day of the start of the six months period in every year.

3. THE LESSEE to the extent that these obligations may continue throughout the Term hereby created hereby covenants with the Lessor as follows—

   (*a*) To perform and observe the covenants implied by the Land Act and any amendments or additions thereto which may from time to time be made; and

   (*b*) To perform and observe the terms and conditions set out in the *Second Schedule* hereto.

4. THE LESSOR to the extent that these obligations may continue throughout the Term hereby created hereby covenants with the Lessee as follows: in furtherance of clauses 6.1. and 6.2 of the Implementation Agreement (the "IA") to be entered into between the Government of the Republic of Malawi (the "Government") and the Lessee, the Lessor shall ensure that the Lessee has the exclusive right to occupy, possess, use and have quiet enjoyment over the Site.

5. THE PARTIES HERETO HEREBY DECLARE AS FOLLOWS—

   (*a*) That if at any time during the Term a new scale of rents for Industrial plots at .... shall come into use by the Lessor in the Head lease then and so often as the same shall happen the Lessor shall be entitled to adjust and re-fix the yearly rent in accordance with such new scale with effect from 1st day of April next following its introduction the adjusted rent to be payable at the time and in the manner at and in which the original rent is hereby made payable. The adjustment to the rent pursuant to this Section 5(a). may not exceed 10% (ten per cent) during the Term;

   (*b*) This Sub-Lease shall terminate on the expiry of the Term or earlier if any of the following occurs—

      (i) by mutual agreement of the Lessor and the Lessee; and

      (ii) by the Lessor, if—

         A. the Lessee fails to pay the Rent or any other amounts due under this Agreement within ninety (90) days after the date when such amounts are due (unless the [ ] has failed to pay any undisputed amount due to the Lessee under the PPA); and

B. having first received a written reminder from the Lessor that the Lessee failed to pay the Rent or any other amounts due under this Agreement within ninety (90) days after the date when such amounts are due, the Lessee does not remedy such failure within five (5) days of the date of such written reminder.

(iii) immediately, without notice, if the PPA is terminated for any reason, or if the term of the PPA has expired, subject to Clause 4(d); or

(iv) once the Lessee has notified the Lessor that it has obtained financing in connection with the Project, then the Lessor shall only be entitled to terminate this Agreement after it has—

A. given notice to the security agent and/or the financier which is providing finance to the Lessee in connection with the Project; and

B. the security agent and/or the financier which is providing finance to the Lessee in connection with the Project has consented in writing to such termination and any time periods for the Lessee's financiers to take any action under the Direct Agreement have expired.

(*c*) In the event of the expiry or termination of this Sub-Lease, the Lessor shall grant the Lessee (and any subcontractors which the Lessee may notify to the Lessor) a licence to access the Site beyond the date of termination or Expiry Date (as the case may be), for such time as the Lessee reasonably requires to demobilise and remove any plant, equipment or materials owned by the Lessee from the Site and reinstate the Site to its condition at the date of commencement.

(*d*) Such time as reasonably required by the Lessee shall not be unreasonably abridged by the Lessor without justification acceptable by the Lessee.

6. GOVERNING LAW

This lease and any dispute or claim arising out of or in connection with it or its formation shall be governed by, and construed in accordance with, the Laws of Malawi.

7. DISPUTE RESOLUTION

In the event of any dispute or difference of any kind whatsoever arising between the Lessor and the Lessee in connection with, or arising out of, this lease, including any question regarding its existence, validity, interpretation or termination (a “Dispute”) the parties hereby agree to resolve such Dispute pursuant to the terms of clause 18 of the IA, which clause shall be incorporated by reference *mutatis mutandis* herein.

8. INTERPRETATION

In this Sub-Lease unless the context otherwise requires the singular shall include the plural; the masculine shall include the feminine and the neutral; the expressions “the Minister”, “the Lessor” and “the Lessee” shall include the persons or corporations deriving title under them respectively and where there two or more persons jointly and severally and such persons shall be deemed to hold the Site as joint tenants.

IN WITNESS WHEREOF the Lessor and Lessee have caused their common seal to be hereunto affixed the day and year first above written

THE COMMON SEAL OF MALAWI INVESTMENT)
AND TRADE CENTRE was hereunto affixed)
in the presence of:)
Director ....
Secretary ....

THE COMMON SEAL OF MALAWI INVESTMENT)
AND TRADE CENTRE was hereunto affixed)
in the presence of:)
Director ....
Secretary ....

FIRST SCHEDULE

ALL THAT piece or parcel of land containing .... hectares of leasehold land or thereabouts known as .... PLOT DESCRIPTION TO BE ADDED .... the boundaries whereof being more particularly described and delineated on Survey Department Deed Plan No. .... hereunto annexed and thereon edged red (the "Site").

The Lessee has been granted rights to build, own, and operate a ....

SECOND SCHEDULE

1. PURPOSE FOR WHICH THE LEASE IS GRANTED:

(1) The Site together with all easements granted pursuant to this Sub- Lease Agreement (if any) may be occupied and used by the Lessee exclusively for—

(*a*) the .... facility (the capacity of which may change) which shall be used for .... (the "Project");

(*b*) supply thereto of required utilities (including, *inter alia*, potable water, power, sewage systems and telecommunications towers); and

(*c*) for the national grid connection and any other incidental use thereto.

(2) The Lessee is not permitted to utilise the Site for any other purpose without prior written consent in writing of the Lessor, which consent shall not be unreasonably withheld.

2. DATE BY WHICH DEVELOPMENTS TO BE COMPLETED: ………….., or such later date as permitted pursuant to the terms of the PPA or the IA.

3. SPECIAL CONDITIONS

(1) In the making of any alterations or additions to the existing buildings on the Site the Lessee shall do all acts and things required by and perform the works

conformably in all respects with planning approval and permissions and the provisions of statutes, rules, orders or statutory instruments applicable thereto and the bylaws and regulations or any local authority having authority in that behalf in the district wherein the Site is situated (a “Competent Authority”).

(2) The Lessee shall observe all statutory provisions and all provisions contained in any regulations made by a Competent Authority with regard to the carrying on of a trade or business on the Site.

(3) The Lessee shall comply at once and give sufficient effect to every order direction or notice relating to the Site duly made by a Competent Authority.

(4) ln its application to this sub-lease No. 2 (A) of the Land Act shall be construed as if the words 'including replacement' were added in brackets after the word “maintenance”.

4. ln addition to the covenants implied herein by the Land Act and on his part to be performed the Lessee shall not share the possession of the Site or any part thereof without first obtaining the written consent of the Lessor, other than as provided for in the Direct Agreement.

5. The Lessor warrants, undertakes and represents as follows—

(*a*) that he has obtained all approvals from the provincial or municipal authorities and all other applicable government agencies or bodies, needed for the Lessee to lawfully enter into this Sub-Lease and to use the Site for the purpose described herein at all times during the term of the Sub-Lease, and will maintain such approvals as required throughout the Term, and obtain any further approvals as may be required by the laws of Malawi;

(*b*) that he is the lawful and sole owner of the Site and that there are no encumbrances, mortgages, liens or security interests on the Site other than those created pursuant to this Sub-Lease;

(*c*) that the Site is and will be free from any occupants as at the Date of Commencement;

(*d*) that the Site is free from pollution, unexploded ordinances and environmental damage and that should this warranty be untrue that the Lessee can seek appropriate remedy from the Lessor;

(*e*) that the Lessee shall lawfully, peacefully and freely hold, occupy, use, operate and enjoy the Site in order to fulfil its obligations and exercise its rights in respect of Project without disturbance, nuisance or interference by the Lessor, his successors, assigns or agents or creditors, other than as provided for under the Direct Agreement; and

(*f*) that no third party shall have a right or claim to the Site during the Term, other than as provided for under the Direct Agreement.

6. AUTHORISATION TO BUILD—

(1) The Lessee is authorised by the Lessor to carry out all construction works on the Site, including such modifications to the Site as the erection of fences, creation of buildings, ... are required to carry out the permitted purposes.

(2) The Lessee may carry out its obligations and exercise its rights under the PPA. The Lessee shall do all acts and things required to perform the work in conformity with the provisions and conditions of any planning approvals and permissions and conditions of any statute or order applicable thereto and the bylaws and regulations of any local authority having jurisdiction in that behalf in the district where the Site is located.

7. SIGNS:

The Lessee shall have the right to erect at the Site any sign(s) related to its business on the condition that such sign(s) comply with the laws of Malawi.

8. TAXES—

(1) The Lessor agrees to be responsible for payment of any and all taxes (including VAT if applicable) or fees levied by applicable laws, or any organ or agency arising from the sub-lease of the Site. Should the Lessor fail to pay any such taxes and the Lessee is held responsible by any organ or agency for paying such tax, the Lessee shall have the right to deduct the amount of the tax from the next sub-lease payment or payments or seek appropriate compensation payments from the Lessor.

(2) The Lessee shall provide written notice to the Lessor prior to making such deduction. The Lessee agrees to be responsible for payment of any and all taxes arising from the Lessee's operation of the Project on the Site, such as sales or tax.

9. DIRECT AGREEMENT AND FINANCING—

(1) The Lessor shall, if and when so requested by the Lessee, enter into a direct agreement (the Direct Agreement) (in a form acceptable to the and consistent with non-recourse project finance for independent power projects in Africa) with a security agent and/or the financier which is providing finance to the Lessee (the "Lenders") in connection with the Project whereby, amongst other things, under the Direct Agreement the Lessor agrees to—

(*a*) give prior notice of any intention it may have to terminate or suspend the Sub-Lease; and

(*b*) permit Lenders who or any company or body nominated by them, to take over the Sub-Lease from the Lessee and to be treated in all respects as the Lessor in the event of a default by the Lessee entitling the Lessor to terminate the Sub-Lease or in the event of a default by the Lessee under the financing or security agreements between the Lessee and the Lenders.

(2) The Direct Agreement shall contain such other undertakings on the part of the Lessor in favour of the Lenders as may be reasonably required as a condition of their agreement to provide finance in connection with the Project, provided that such other undertakings shall not cause the Lessor to incur additional costs beyond those provided for and contemplated by this Sub-Lease.

(3) The Lessee shall be entitled to assign its rights under this Sub-Lease by way of security in favour of the Lenders, and the Lessor hereby consents to such assignment and shall do all such acts as the Lessee may reasonably require to give effect to such assignment.

10. PARTIAL INVALIDITY—

If any term of this Sub-Lease shall be invalid or unenforceable, the remainder shall be valid as written to the fullest extent permitted by the laws of Malawi.

11. ENTIRE AGREEMENT AND VARIATION

(1) This Sub-Lease contains the entire agreement of the Parties and supersedes all previous communications, representations and agreements, whether oral or written, with respect to the Site.

(2) This Sub-Lease may not be amended except in writing, signed and acknowledged by both Parties.

(3) The headings contained in this Sub-Lease are solely for the convenience of the Parties hereto and should not be used or relied upon in any manner in the construction or interpretation of this Sub-Lease.

12. HEIRS AND ASSIGNEES

This Sub-Lease shall be binding on the heirs, assignees and the successors in interest of the Lessor and the Lessee.

13. NOTICES

(1) The Parties choose as their domicilia citandi et executandi their respective addresses specified in the Second Schedule Clause 13 (2) ("Addresses") hereof, for all purposes arising out of or in connection with this Sub-Lease, at which addresses all process and notices arising out of or in connection with this Lease, its breach or termination may be served upon or delivered to the Parties.

(2) For the purposes of clause 13(1) (Domicilia Citandi et Executandi), the Parties' respective addresses shall be—

(*a*) In the case of the Lessee:

Address……………………......……………………......………………………

Email: ………………………………………………...……………………..

Attention: ……………………………………………....……………………

(*b*) In the case of the Lessor:

Address: MITC
Private Bag 302,
Lilongwe 3,
Malawi

Email : dg@mitc.mw

Attention : Director General

or at such other postal and physical address in Malawi, not being a post office box, or which the Party concerned may notify the other in writing—

(3) All notices, notifications, requests, demands or other communications given pursuant to this Sub-Lease shall be in writing and shall—

(*a*) if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery;

(*b*) if posted by prepaid registered post, be deemed to have been received by the addressee on the 7th (seventh) day following the date of such posting;

(*c*) if successfully transmitted by facsimile with successful transmission confirmed to the sender, be deemed to have been received by the addressee one day after dispatch; or

(*d*) if successfully transmitted by electronic mail and having received a read receipt from the addressee, be deemed to have been received by the recipient on the first business day on the day of receiving the confirmation receipt.

(4) Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one Party from the other, including by way of facsimile or electronic mail transmission, shall be adequate written notice or communication to such Party.

SIGNED BY: ....

Director General, for and on behalf of the Malawi Investment and Trade Centre

In the presence of:...

Witness ....

Address ....

Occupation ....

THE COMMON SEAL

was hereunto affixed)

in the presence of:

Director ....

Secretary ....

Dated this.....day of..............................., 20....

THE MALAWI INVESTMENT AND TRADE CENTRE
RESPONSIBLE FOR LAND FOR INVESTMENT PURPOSES

TO

....

SUBLEASE

OF .... HECTARES OF ....

TERM	:..
DATE OF COMMENCEMENT	:...................................., ...
RENT	:K... per annum
REFERENCE	:..

CERTIFICATE OF PREPARATION

This is to certify that this document was

prepared by Malawi Investment and Trade Centre and presented

for registration by the undersigned

Signature:...

Name :...

Post :...

Date Stamp:

REFERENCE FILE NO. …………………

ELEVENTH SCHEDULE

CERTIFICATE OF COMPLETION OF PAYMENT OF DEVELOPMENT

CHARGES AND ANCILLARY FEES AND DUTIES

FROM: ACCOUNTS OFFICE

TO: Estate Management Unit

Re: Development Charges on Plot No. ....

Area ....

This is to certify that the lessee whose particulars are:

Full Name : ....

Address : ....

Has today completed payment of development Charges and other ancillary fees and duties as follows:

P. T. A No .... In full as follows—

(*a*) development charges ....

(*b*) application fees ....

Interest at / N/A: …...............................…………………….

OTHER FEES AND DUTIES / N/A—

(*a*) Stamp duly :...

(*b*) Lease fee(s) :...

(*c*) Registration fee(s) :..

(*d*) Certificate of lease :..

(*e*) Rent :..

(*f*) Total amount received in full :...

(*g*) Any Comment (s) :..

....	....	....	....
Name	Signature	Date	Officer
....	....	....	....
Name	Signature	Date	Officer

MALAWI INVESTMENT AND TRADE CENTRE LAND DEVELPOMENT FUND

Date :..

Name :...

General receipt number :..

Amount paid :..

Remarks :...

Total :..

Prepared by Name .... Signature ....

Checked by Name .... Signature ....

Date..

TWELFTH SCHEDULE

NOTICE OF BREACH

Ref. No. MITC/...../...../..... Date of issuance ....

Name of Company and postal address

....

....

NOTICE OF BREACH OF SUB-LEASE OVER …................................. PLOT NUMBER AND LOCATION...

The undersigned, HEREBY GIVE YOU NOTICE, as follows—

1. The Sub-lease dated …..................….. between the Malawi Investment and Trade Centre (MITC) on one part and .... (Name of investor) on the other part over .... plot number and in the City/Municipal/District of….......……… .

   Contain covenants which have not been complied with.

2. You have breached the following covenants—

   (*a*) :...

   (*b*) :...

   (*c*) :...

3. You are therefore required to remedy the breaches listed above within a period of sixty (60) days from the date of this notice.

Dated this ...... day of ...., 20....

Signed by: Name of Officer

....
(*Designation of issuing officer*)

For: The Director General

THIRTEENTH SCHEDULE

NOTICE OF RE-ENTRY

TO: ....

TAKE NOTICE that on the .... day of …………………. 20….

(1) Re-entry of the property described below will be deemed to take effect from the date of expiry of such period.

(2) The lease particulars of which are given below will thereby be terminated.

(3) Any person remaining or entering upon the said property will be deemed a trespasser and liable accordingly.

Description of Property.....................................Date of Lease Parties Registered.................

Dated this .... day of ...., 20.....

Director General

FOURTEENTH SCHEDULE

FEES

Matter		Fees
1. Investment Certificate—		
(*a*) domestic investor—		
(i) processing fee	. .	USD 100.00
(ii) issuance fee	. .	USD 400.00
(iii) renewal fee	. .	USD 500.00
(iv) amendment fee	. .	USD 500.00
(*b*) foreign investor—		
(i) processing fee	. .	USD 200.00
(ii) issuance fee	. .	USD 800.00
(iii) renewal fee	. .	USD 500.00
(iv) amendment fee	. .	USD 500.00

2. Exporter Registration Certificate—

(*a*)	Cooperatives and Micro, Small and Medium Enterprises	USD 50.00
(*b*)	Companies, trusts, partnerships and other exporters	USD 150.00

Note:

1. The keeping of expiries will attract an incremental charge which will be payable to the Centre.
2. The schedule is as follows: K100,000 for the three months old expires and K300,000 every passing month.
3. A fine of K50,000 to be paid by small Agro-dealers in the event that they are found keeping expired pesticides.
4. Mandatory submission of stock returns by importers failing which a fine of K2,000,000 be applicable.

Made this 28th day of April, 2025.

V. A. Z. MUMBA
Minister of Trade and Industry

(FILE NO. INV/153)

GOVERNMENT NOTICE NO. 34

INVESTMENT AND EXPORT PROMOTION ACT

(NO. 6 OF 2024)

INVESTMENT AND EXPORT PROMOTION (STRATEGIC AREAS FOR INVESTMENT AND EXPORT) ORDER, 2025

IN EXERCISE of the powers conferred by section 35(1) of the Investment and Export Promotion Act, 2024, I, VITUMBIKO AUGEANS ZASAMULA MUMBA, Minister of Trade and Industry, on the recommendation of the Centre, make the following Order—

Citation

1. This Order may be cited as the Investment and Export Promotion (Strategic Areas for Investment and Export) Order, 2025.

Strategic areas for investment

2. The strategic areas for investment and exports in Malawi shall be as set out in the *Schedule*.

SCHEDULE (para. 2)

STRATEGIC AREAS FOR INVESTMENT AND EXPORTS

1. Agriculture—
   (*a*) food crops, including oil seeds;
   (*b*) livestock and fisheries;
   (*c*) cannabis (industrial and medicinal);
   (*d*) sugar;
   (*e*) coffee; and
   (*f*) tea.

2. Value added manufacturing—

(*a*) agro-processing;

(*b*) plastic and plastic products;

(*c*) pharmaceuticals;

(*d*) wood and wooden products;

(*e*) textiles and apparel;

(*f*) fertilizer and agrochemicals; and

(*g*) beverages (alcoholic and non-alcoholic).

3. Value added services—

(*a*) tourism and hospitality;

(*b*) information communication technologies and information technology-enabled services;

(*c*) financial services;

(*d*) creative arts;

(*e*) professional services;

(*f*) construction;

(*g*) real estate;

(*h*) health and social services;

(*i*) education; and

(*j*) transport and logistic services.

4. Mining and minerals.

5. Energy.

Made this 28th day of April, 2025.

V. A. Z. MUMBA
Minister of Trade and Industry

(FILE NO. INV/153)

GOVERNMENT NOTICE NO. 35

INVESTMENT AND EXPORT PROMOTION ACT

(NO. 6 OF 2024)

INVESTMENT AND EXPORT PROMOTION (GOODS REQUIRING EXPORTER REGISTRATION CERTIFICATE) ORDER, 2025

IN EXERCISE of the powers conferred by section 29(2) of the Investment and Export Promotion Act, 2024, I, VITUMBIKO AUGEANS ZASAMULA MUMBA, Minister of Trade and Industry, on the recommendation of the Centre, make the following Order—

Citation

1. This Order may be cited as the Investment and Export Promotion (Goods requiring Exporter Registration Certificate) Order, 2025.

2. The category of goods listed in the *Schedule* shall not be exported from Malawi without an exporter registration certificate. Goods that require an exporter

SCHEDULE (para. 2)

GOODS THAT REQUIRES AN EXPORTER REGISTRATION CERTIFICATE

No.	*HS 2 DIGIT CHAPTER HEADING*	*PRODUCT DESCRIPTION*
1	24	Tobacco and manufactured tobacco substitutes
2	09	Coffee, tea, mate and spices
3	07	Edible vegetables and certain roots and tubers
4	12	Oil seeds and oleaginous fruits; miscellaneous grains, seeds and fruit, industrial or medicinal plants; straw and fodder
5	23	Residues and waste from the food industries prepared animal fodder
6	08	Edible fruits and nuts, peel of citrus fruit or melons
7	28	Inorganic chemicals, organic or inorganic compounds of precious metals, rare earth metals, radioactive elements or isotopes
8	17	Sugars and sugar confectionery
9	31	Fertilizers
10	44	Wood and articles of wood
11	10	Cereals
12	52	Cotton
13	39	Plastics and articles thereof
14	40	Rubber and articles thereof
15	04	Dairy products, birds’ eggs, natural honey, edible products of animal origin
16	22	Beverages, spirits and vinegar
17	03	Fish and crustaceans, molluscs and other aquatic invertebrates
18	11	Products of the milling industry; malt, starches, insulin, wheat gluten
19	94	Furniture; bedding, mattresses, mattress supports, cushions and similar stuffed furnishings
20	72	Iron and steel
21	27	Mineral fuels, mineral oils and products of their distillation, bituminous substances, mineral waxes

No.	*HS 2 DIGIT CHAPTER HEADING*	*PRODUCT DESCRIPTION*
22	71	Natural or cultured pearls, precious or semi-precious stones, precious metals, metals, metals clad with precious metal and articles thereof; imitation jewellery, coin
23	61	Articles of apparel and clothing accessories, knitted or crocheted
24	62	Articles of apparel and clothing accessories, not knitted or crocheted
25	63	Other made-up textile articles, sets, worn clothing and worn textile articles, rags
26	64	Footwear, gaiters, and parts of such articles
27	02	Meat and edible meat offal
28	30	Pharmaceutical products

Made this 28th day of April, 2025.

V. A. Z. Mumba
Minister of Trade and Industry

(File No. INV/153)

Government Notice No. 36

INVESTMENT AND EXPORT PROMOTION ACT

(No. 6 of 2024)

INVESTMENT AND EXPORT PROMOTION (MINIMUM THRESHOLDS AND SECTORS FOR ISSUANCE OF DOMESTIC INVESTMENT CERTIFICATES) ORDER, 2025

In Exercise of the powers conferred by section 22(3) of the Investment and Export Promotion Act, 2024, I, Vitumbiko Augeans Zasamula Mumba, Minister of Trade and Industry, on the recommendation of the Centre, make the following Order—

Citation

1. This Order may be cited as the Investment and Export Promotion (Minimum Thresholds and Sectors for Issuance of Domestic Investment Certificates) Order, 2025.

Minimum thresholds and sectors for issuance of domestic investment

2. The minimum thresholds and sectors for issuance of domestic investment certificates in Malawi shall be as set out in the Schedule.

SCHEDULE (para. 2)

MINIMUM THRESHOLDS AND SECTORS FOR ISSUANCE OF DOMESTIC INVESTMENT CERTIFICATES

No.	*Sector*	*100% Domestic Owned Entity*	*Domestic/ Foreign Partnership*
1.	Mining	USD 500,000	USD 500,000
2.	Energy	USD 500,000	USD 500,000
3.	Agriculture	USD 50,000	USD 100,000
4.	Agro-processing	USD 50,000	USD 100,000
5.	Manufacturing	USD 50,000	USD 100,000
6	Services		
	Tourism	USD50,000	USD 100,000
	Business and professional services	USD 20,000	USD 50,000
	Construction	USD 50,000	USD 250,000
	Information communication technology	USD 50,000	USD 100,000
	Real estate	USD 100,000	USD 250,000
	Health and social services	USD 100,000	USD 250,000
	Education	USD100,000	USD 250,000
	Transport and logistic services	USD100,000	USD250,000
7	Financial services		
	Banking financial services	USD5,000,000	USD5,000,000
	Non-banking financial services	USD1,500,000	USD1,500,000
	Deposit taking microfinance institutions	K250,000,000	K250,000,000
	Non-deposit taking microfinance institutions	K150,000,000	K150,000,000

Made this 28th day of April, 2025.

V. A. Z. Mumba
Minister of Trade and Industry

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