

TANZANIA


Land Form 51

53/2010

26/2010

CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

Certified True Copy of the Original
Signed:  Date: 26/10/2020
JACQUELINE JORAM MAJURA
Advocate, Notary
Public & Commissioner for Oaths

Date of Issue:

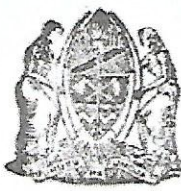
Title Number: 4949 LAND REGISTRY - MOSHI

Land Office Number: 43883

Land: Plot No. 28 Themi, ^{Industrial Area} Arusha Municipality.

Term: 99 Years.

TITLE No. 4949
 REGISTERED 22-11-82
 Land Form 32
 at 8:00 a.m.
 Asst. Registrar of Titles



IMPOUNDED
 Under section 49, I required payment of
 Shs. 50/-
 Shs. 20/-
 22-11-1982
 No. 43883
 penalty
 AP 2619
 District Officer

THE UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

The 10th day of December One thousand
 nine hundred and Eighty One

FILE No. 4949 LAND REGISTRY-MOSHI

THIS IS TO CERTIFY that GUPTA AUTO SPARES & HARDWARE LIMITED OF P.O. BOX 421 ARUSHA

(hereinafter called "the Occupier") are entitled to a Right of Occupancy (hereinafter called "the Right") in and over the Land described in the Schedule hereto (hereinafter called "the Land") as joint tenants/as tenants in common in equal shares for a term of ninety nine years from the first ----- day of

October ----- One thousand nine hundred and seventy eight ----- according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following special conditions:—

1. The Occupier s having paid rent up to the thirtieth day of June, 19 80, shall thereafter pay rent of shillings ten thousand (Shs. 10,000/-) ----- 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 Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years 1988, 1998, 2008, 2018, 2028, 2038, 2048, 2058 and 2068 ----- or within three years thereafter in each case

2. The Occupier s shall:—
- (i) Erect on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the Arusha Municipal Council ----- (hereinafter called "the Authority")
 - (ii) By the thirty first day of March ----- 19 79, submit to the Authority such plans for the buildings (including block plans showing the position of the buildings) and such drawings, elevations and specifications of them as will satisfy the Authority and as are in accordance with the building condition in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;
 - (iii) (Within six months from the date of notification by the Authority of approval of the plans and specifications referred to in sub-paragraph (ii) above begin building on the land in accordance with such plans and specifications;
 - (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirtieth ----- day of September 19 81;
 - (v) At all times during the term after the thirtieth ----- day of September ----- 19 81 have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for Lands (hereinafter called "the Commissioner");

(vi) Not erect or commence to erect on the land any building except in accordance with building plans and specifications which shall have been first approved by the Authority as hereinbefore provided;

(vii) 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 Commissioner for Surveys and Mapping.

Approval of plans of any building by the Authority shall not imply that the construction of such a building will satisfy the Occupier's obligation under the conditions of the Right and shall not imply waiver of modification of any condition in the Right.

3.—(i) The Occupier shall not subdivide the land or assign, sublet or otherwise dispose of or deal with the whole or any part of it or of any building on it without the previous written consent of the Commissioner PROVIDED that after condition 2(iv) has been complied with by the Occupier the consent of the Commissioner shall not be necessary:—

to a single sub-letting of the whole of the land where the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right;

to a sub-letting of the whole of the land or of the whole or any part of any building on it where the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right.

(ii) Occupation or use of the whole or any part of the land of buildings on it by any person other than the Occupier or their employees agents contractors or members of the household shall be deemed a dealing with the land or buildings.

4. Except as hereinbefore provided the Commissioner shall have an absolute discretion to give or withhold consent under condition 3(i). Any dealing or agreement (other than a mortgage or charge) entered into before compliance with condition 2(iv) will not receive consent except in special circumstances of which the Commissioner shall be the sole judge.

5. The Occupier shall pay to the Minister on demand made by the Commissioner on his behalf:—

(i) any further fees or stamp duties which may be discovered to be payable by the Occupier in connection with the Right;

(ii) an amount equal to any contribution in lieu of rates which may be payable by Government for the land during the term of the Right;

(iii) such sum as the Commissioner shall assess as a proper share payable for the land of the cost of making up the road or improvement of same upon which the land fronts, abuts or adjoins, whether such demand is made before during or after such making or improvement thereof. This condition does not oblige the Government to make or improve roads.

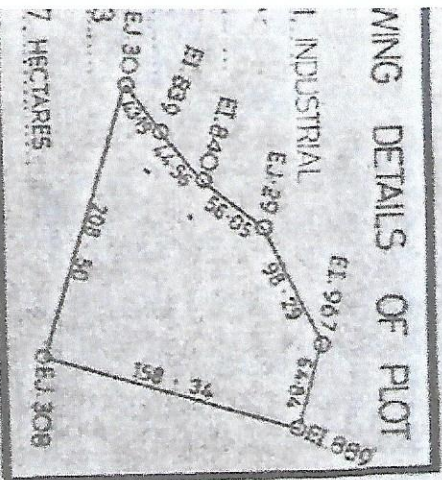
6.

Only one main building together with the usual and necessary outbuildings shall be built on the land and the same shall be used for Industrial Use Group N use classes (a) and (b) and Use Group O use class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960.

7. The President may revoke the Right for good cause and in public interest

To Town Centre
From Termi
SET
Quality
ck
pt. No
O No
red
e issue
admis

FIBRE BOARD



This plan implies no guarantee
warranted by the Government



This plan, prepared in accordance with
Registered plan No. 1875 is approved for the
purposes of the Land Registration ordinance,
Director of Surveys and Mapping *Arif Ismail*
Date 28/7/81..... Ministry of Lands,
Housing and Urban Development,
Dar es Salaam

SCHEDULE

ALL that land known as Plot No. 28 Them Industrial Area Arusha Municipality containing two decimal point four one seven (2.417) hectares shown for identification only edged on the plan attached to this Certificate and defined on the registered survey plan numbered 18875 deposited at the Office of the Commissioner for Surveys and Mapping at Dar es Salaam.

GIVEN under my hand and seal and by Order of the Minister the day and year first above written.

[Handwritten Signature]

DIRECTOR OF LAND DEVELOPMENT SERVICES.

COMMISSIONER FOR LANDS

We the within-named GUPTA AUTO SPARES & HARDWARE LIMITED hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said)
GUPTA AUTO SPARES & HARDWARE LIMITED and)
delivered in the presence of us this)
11th day of September 1981.)

Signature: *[Handwritten Signature]*)
KRISHAN GOPAL AGGARWAL)
Postal Address: .. BOX 421)
ARUSHA)

Qualification: DIRECTOR)
Signature: *[Handwritten Signature]*)
BIRCHAND AGGARWAL)
Postal Address: P.O. BOX 421)
ARUSHA)
Qualification: .. DIRECTOR)

NOTE

By this document every person who has been named for Land' and ...

ANYIKA: STAMP DUTY ACT, 1972
 Section 51. I certify that the proper duty
 of Shs. 50/- and penalty Shs. 20/-
 have been Paid and Accepted
 without penalty under section 50
 Stamp Duty Officer

TANGANYIKA: STAMP DUTY ACT, 1972
 Under Section 51, I certify that the proper duty
 of Shs. 50/- and penalty Shs. 20/-
 have been Paid by
 C.R.R. No. 506592 of 11-7-79 &
 947972 of 26-5-82
 26-5-1982 Stamp Duty Officer

Stamp Duty Shs. 245/- Paid
 on Original Revenue Receipt No.
 506592 of 11-7-79
 Asst. Registrar of Titles

LAND REGISTRY, MOSHI
 TRANSFER
 Filed Document No. 9609
 Date of registration 4-10-1996 time 11:00 A.M.
 PALLSONS CONSUMER INDUSTRIES
 LIMITED OF P.O. BOX 421 ARUSHA
 (T.Shs. 5,000,000/=)
 Asst. Registrar of Titles

LAND REGISTRY, MOSHI
 MORTGAGE
 Filed Document No. 15010
 Date of registration 24-7-2001 time 9:30 AM
 CAPITAL F.D. 20636
 TO SECURE FINANCE LIMITED TO
 20000000/- AT 1:00 PM
 ASST. REG. OF TITLES, Registrar of Titles

LAND REGISTRY, MOSHI
 MORTGAGE
 Filed Document No. 15785
 Date of registration 29-5-2003 time 11:00 AM
 F.D. NO. 179
 TO CAPITAL FINANCE LIMITED
 TO SECURE SHS 15,000,000/-
 at 1:00 PM
 ASST. REG. OF TITLES, Asst. Registrar of Titles

LAND REGISTRY, MOSHI
 MORTGAGE
 Filed Document No. 1748
 Date of registration 12-9-96 time 8:00 A.M.
 INTERNATIONAL FINANCE CORPORATION
 (IFC) TO SECURE THE SUM OF US \$ 30,000
 Subject to the fluctuation of the exchange rate
 of the dollar against the Tanzanian Shilling
 the sum of Shs. 33,100,000/-
 ASST. REG. OF TITLES, Asst. Registrar of Titles

LAND REGISTRY, MOSHI
 TRANSFER
 Filed Document No. 21643
 Date of registration 25-6-2007 time 1:00 P.M.
 To TRUCK LINE LIMITED
 OF P.O. BOX 421 ARUSHA
 (CONS. US \$ 675,000/-)
 Asst. Registrar of Titles

LAND REGISTRY, MOSHI
 MORTGAGE
 Filed Document No. 1743
 Date of registration 15-05-96 time 8:00 AM
 INTERNATIONAL FINANCE CORPORATION
 (IFC) TO SECURE THE SUM OF US \$ 30,000
 Subject to the fluctuation of the exchange rate
 of the dollar against the Tanzanian Shilling
 the sum of Shs. 33,100,000/-
 ASST. REG. OF TITLES, Asst. Registrar of Titles

Filed To
 Date To
 Filed To
 Filed To
 Filed To

LAND REGISTRY, MOSHI
 MORTGAGE
 Filed Document No. 21737
 Date of registration 24-7-2007 time 1:00 P.m.
 To DIAMOND TRUST BANK
 TANZANIA LIMITED
 (To secure an unspecified amount)

 Asst. Registrar of Titles

LAND REGISTRY, MOSHI
 DEED OF VARIATION
 Filed Document No. 26104
 Date of registration 15-2-2009 time 10:00 A.m.
 To AMOUNT SECURED VARIED

 Asst. Registrar of Titles

ENDORSEMENT CANCELLED

LAND REGISTRY, MOSHI
 DEED OF VARIATION F.D. 21737
 Filed Document No. 24200
 Date of registration 10-2-2008 time 8:00 A.m.
 To AMOUNT SECURED
 MORTGAGE VARIED
 UNSPECIFIED AMOUNT.

 Asst. Registrar of Titles

ENDORSEMENT CANCELLED

LAND REGISTRY, MOSHI
 DEED OF VARIATION
 Filed Document No. 26104
 Date of registration 3-12-2009 time 10:00 A.m.
 To TERMS AND CONDITIONS
 OF MORTGAGE VARIED.

 Asst. Registrar of Titles

LAND REGISTRY, MOSHI
 DEED OF VARIATION F.D. 21737
 Filed Document No. 24200
 Date of registration 27-10-2008 time 8:00 A.m.
 To TERMS AND CONDITIONS
 OF MORTGAGE VARIED.

 Asst. Registrar of Titles

LAND REGISTRY, MOSHI
 MORTGAGE
 Filed Document No. 28305
 Date of registration 6-7-2010 time 1:00 P.m.
 To DIAMOND TRUST BANK
 TANZANIA LIMITED
 (To secure an unspecified amount)

 Asst. Registrar of Titles

LAND REGISTRY, MOSHI
 DEED OF VARIATION
 Filed Document No. 26104
 Date of registration 10-12-2009 time 10:00 A.m.
 To AMOUNT SECURED
 VARIED TO AMOUNT

ENDORSEMENT CANCELLED

THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF LANDS, HUMAN SETTLEMENT DEVELOPMENT

Telephone No. 2753210

LAND REGISTRY,
P.O. Box 190,
MOSHI.

Ref. No. LR/MUS/T/4949/46

25th JULY 2007

REGISTERED POST

Sir/Gentlemen/Madam.

RE: MORTGAGE OF R/O CT. NO. 4949
PLOT NO. 28 THEM INDUSTRIAL AREA
ARUSHA MUNICIPALITY.

I have the honour to refer your letter No. _____
dated _____ and enclosure thereto.

I return herewith Certificate of Titles Nos: 4949
above mentioned DEED having been registered

again the Title under F.D. Nos. 21737 on 24-7-2007

May official receipt No: _____ for Shs. _____
_____ is enclosed herewith/has already been dispatched to you.

Please acknowledge receipt of the enclosures thereto.
I have the honour to be

Sir/Gentlemen
Your Obedient Servant



.....
J. J. Muya
ASSISTANT REGISTRAR OF TITLES MOSHI.

ENCLOSURES:
① CT. NO 4949
② COPIES OF MORTGAGE DEED

TO: RINGO & CO ADVOCATES
P.O. BOX 79651
DAR - ES - SALAM

C.C.
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