

EMCO (TANZANIA) LIMITED
Incorporated in Tanzania
Office at 180 Saza Road, P.O.Box 602, Dar es Salaam, TANZANIA.
Telephone 255-22-2860190-4 Fax: 2865086

REF: ETL/ADMIN/2021002

DATE: 14th April 2021

The District Executive Director
Mkuranga District Council
P. O. Box 10
MKURANGA

DISTRICT EXECUTIVE DIR
REC-57 H/H
19/4/2021

Dear Sir,

RE: PLOTS NO 52 BLOCK "E" VIKINDU MKURANGA DISTRICT -TITLE DEED PWN 3175

This is to submit an application to your kind consideration to transfer the above title to **EMCO Tanzania Limited** which is associated to **KIOO Limited** for the purpose of development.

The company is holding a current TIC Certificate of incentives No **0224021** which we have submitted our application for extension and inclusion of our above **Plot NO. 52 BLOCK "E"** for development and be issued with **DERIVATIVE RIGHTS ON THE SAME**.

We enclose the following **ORIGINAL DOCUMENTS** for your process and payments of any Taxes due.

1. TITLE DEED NO PWN 3175 – ORIGINAL
2. TIC CERTIFICATE NO 0224021
3. VALUATION REPORT AS OF MARCH 2021 – ORIGINAL
4. SALE AGREEMENT – 3 COPIES ORIGINAL
5. LAND FORM NO 29 DULY FILLED AND SIGNED – 3 COPIES ORIGINAL
6. LAND FORM NO 30 DULY FILLED AND SIGNED – 3 COPIES ORIGINAL
7. LAND FORM NO 35 DULY FILLED AND SIGNED – 3 COPIES ORIGINAL
8. CONSENT BY SPOUSE DULY FILLED AND SIGNED – 3 COPIES ORIGINAL

We will appreciate to receive your acknowledgement and an assessment of municipal fees for payment and your approval to pay capital gain tax by the seller and stamp duty at TRA Mkuranga at the earliest.

Your generous cooperation as always is highly appreciated.

Thanking you.

Your sincerely;

Mohamed V. Remtulla.


Director.





National Bank of Commerce
Conveniently Everywhere.

Registered Commercial Bank

Cash Deposit/Kuweka Pesa

Depositor's Details/Maelezo ya Mwekaji

Date/Tarehe: 2021/04/29 18:32:33
Depositor Name/Jina la Mwekaji: EMCO TANZANIA LIMITED
Depositor ID/Utambulisho wa Mwekaji: 991174195665
Invoice Number/Namba ya utambulisho wa Malipo: 991174195665
Purpose of the Deposit/Maelezo ya Amana: 0

Transaction Details/Maelezo ya Muamala

Company Name/Jina la Kampuni: MINISTRY OF LAND
Branch Name/Jina la Tawi: KAWE
Teller ID/Tella Namba: 55012471
Transaction No/Kumbukumbu ya Mhamala: 12
Account Name/Jina la Akaunti: MINISTRY OF LANDS REVENUE COLLECTION ACC
Account No/Namba ya Akaunti: 011139000112
Narrative/Maelezo ya Ziada: 9088C017297D4B6B9 FCF849D5F4A733E

Transaction Summary/Muhtasari wa Muamala

Rate used/Kiwango cha kubadilishia fedha 1.00000
Deposited Amount/Kiasi ulichoweka TZS 6,120,000.00
Conversional Amount/Kiasi kilichowekwa 6,120,000.00

Cashier's Stamp/Muhuri wa Benki



Customer Signature/Sahihi ya Mteja

Terms and Conditions apply/Vigezo na Masharti kuzingatiwa



United Republic of Tanzania
Ministry of Lands, Housing and Human Settlements Development
Government Bill

Control Number : 991174195665

Payment Ref : 99007849722

Service Provider Code : SP117

Payer Name : EMCO TANZANIA LIMITED

Payer Phone : 255784780240

SCAN & PAY by MPESA or TIGO PESA APPs

Bill Description : TRANSFER FEE ON PLOT NO. 52
BLOCK "E" AT VIKINDU

Billed Item (1)	Stamp Duty - STAMP DUTY FEE	3,000,000.00
Billed Item (2)	Notification for Disposition - NOTIFICATION FOR DISPOSITION FEE	40,000.00
Billed Item (3)	Miscellaneous Receipts - TRANSFER FEE	3,000,000.00
Billed Item (4)	Application For Approve For Disposition - APPLICATION FOR APPROVE FOR DISPOSITION FEE	80,000.00

Total Billed Amount : 6,120,000.00 (TZS)

Amount in Words : Six million One Hundred Twenty thousand Tanzanian Shilling .

Expires on : 29-May-2021

Prepared By : RIZIKI M, CHAGIYE

Collection Centre : MKURANGA DISTRICT COUNCIL

Printed By : RIZIKI M, CHAGIYE

Printed on : 29-Apr-2021

Signature

Jinsi ya Kulipa

1. Kupitia Benki: Fika tawi lolote au wakala wa benki ya TPB,
AZANIA, CRDB, NBC, NMB, BOT. Namba ya kumbukumbu:
991174195665.

2. Kupitia Mitandao ya Simu:

How to Pay

1. Via Bank: Visit any branch or bank agent of TPB, AZANIA, CRDB,
NBC, NMB, BOT. Reference Number: 991174195665.

2. Via Mobile Network Operators (MNO): Enter to the

TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Date of Issue:

Title Number: *PWN: 3175*

Land Office Number: 1078 306

Land: PLOT NO 52 BLOCK E VIKINDU MKURANGA DISTRICT

Term: NINE TY NINE (99) YEARS

PWN: 3175
28. 07. 2020
01:00 P

Rui

Land form No. 22

13,900/=
56800148
18. 12. 2015
Rui

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT 1999
(NO. 4 OF 1999)
CERTIFICATE OF OCCUPANCY
(Under Section 29)

TANGANYIKA STAMP DUTY
Stamp Duty Shs 100/=
56800148
18. 12. 2015
Rui
Stamp Duty Officer

Title No: PWN: 3175
L.O. NO.1078306
LD/MK/3204

The 27th day of July Two thousand and twenty
THIS IS TO CERTIFY that, MOHAMED MAREI MBARAK of P.O. Box 105838 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 years from the first day of April Two Thousand and twenty according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution thereof or amendment thereof and to the following special conditions:-

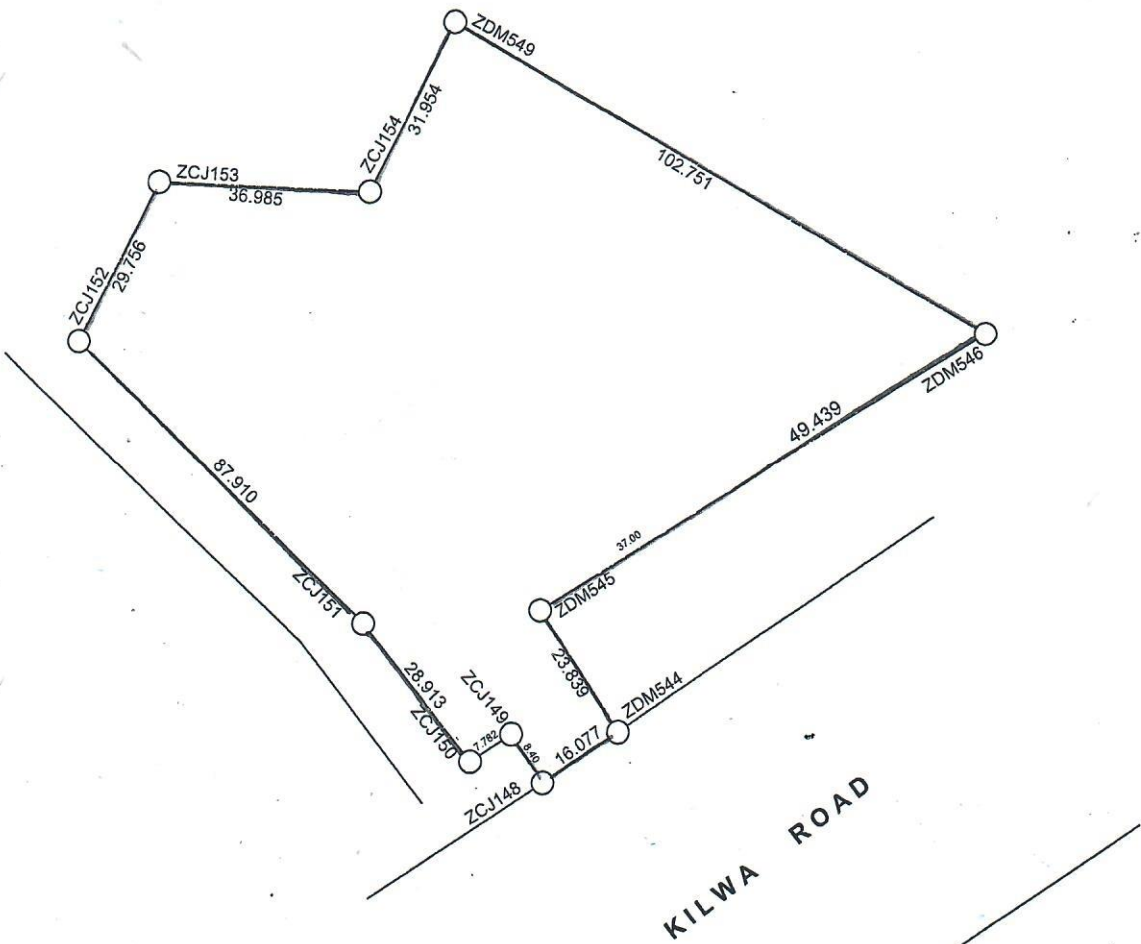
1. The occupier having paid rent up to the thirtieth day of June 2020 shall thereafter pay rent of shillings Two Hundred Nine Five Hundred Sixty Eighty (209,568) only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
 - (i) 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.

- (ii) 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.
 - (iii) Maintain on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of Right and with conform to the building line (if any) decided by the **Mkuranga District Council** (hereinafter called " the Authority").
 - (iv) At all times during the term of the Right have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Authority.
 - (v) Not erect or commence to erect on the land buildings except in accordance with building plans and specifications which shall have been first approved the authority.
3. The Occupier shall further
- (i) Make and maintain of the land throughout the term adequate arrangement for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.
 - (ii) Make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose.
 - (iii) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.
 - (iv) Fence the land with good quality fencing, car parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided within the boundaries of the land.
3. **USER:** The land shall be used for **Industrial Service Trades purposes only**. Use Group 'M' use classes (b) and (c) as defined in the Urban Planning Act No 8 of 2007(Use Groups and use classes) Regulations, 2018.
4. The occupiers shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
5. The Occupiers 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 premier, taxes and dues prescribed in connection with that disposition.
6. The President may revoke the right for good cause or in public interest.

MKURANGA DISTRICT



LOCATION..... VIKINDU
BLOCK :..... E
PLOT No:..... 52
LO.No:..... 1078306
AREA..... 8732 SQM



This plan prepared in accordance with Registered Plan No..... 72029
is approved for purpose of the Land Registration Ordinance.
For Director of Surveys and Mapping..... *[Signature]* Date *26/1/2000*
Ministry of Lands and Human Settlements Development, Dar es Salaam.

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



SCHEDULE

ALL that land known as **Plot No 52 Block "E"** situated at **Vikindu in Mkuranga District** Containing **Eight Thousand Seven Hundred Thirty Two (8732) square meters** shown for identification only edged **black** on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **72029** 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

[Handwritten Signature]

Ag ASSISTANT COMMISSIONER FOR LANDS

, the within named **MOHAMED MAREI MBARAK** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said
MOHAMED MAREI MBARAK who is known
to me personally/identified to me by **MARY GNABILA**
the latter being known to me personally in my presence
this **9th** day of **April**, 2020.

Witness's

Signature: *[Handwritten Signature]*
Postal Address: **P.O. Box 11849, Dsm**
Qualification: **ADVOCATE**



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT

Telegrams: LANDS
Telephone: 2121241-9
In reply please quote:
Ref. No. LR/T 3175



LAND REGISTRY,
P.O Box 1191,
Dar es salaam.
Date: 05 Aug, 2020

MOHAMED MEREI MBARAK
P.O Box 105838
Dar es salaam
Sir/Gentlemen/Madam,

RE: TITLE NO: 3175 LAND OFFICE NO: 1078306
PLOT NO. 52 BLOCK E AT VIKINDU

I have the honour to enclose herewith duplicate of the Certificate of Title Numbered as above please.

A. J. P. M.
REGISTRAR OF TITLES

Copy to: Commissioner for Lands
Your LD File No: ld/pw/468 refers

SALE AGREEMENT.

This **Sale Agreement (The Agreement)** is made this ^{20th} Day of ^{July} 2020.

Between

MOHAMED MAREI MBARAK of **P.O Box 105838, Dar es Salaam** (hereinafter referred to as "**the Vendor**") on one part,

And

EMCO TANZANIA LIMITED a Limited liability Company registered on Plot No. ¹⁸⁰ Saza Road, Chang'ombe and of **P.O. Box 2924 Dar es Salaam** (hereinafter referred to as "**the Purchaser**") on the other part.

Whereas;

The **Vendor** is the legal owner of a **Plot of Land** and all properties comprised there at and styled as **Certificate of Title No. PWN375 Plot Number 52, Block "E", Survey Registration Plan No.72029, measuring 8,732 sqm and Located at VIKINDU in MKURANGA DISTRICT.**(hereinafter referred to as "**the Property**").

And whereas;

The **Purchaser** is desirous of buying and the **Vendor** is willing to sell the said **Property** to the **Purchaser**.

Now wherefore this Agreement witnesseth as follows:

1. That for a consideration of **Tanzanian Shillings, Three Hundred Million (300,000,000 / =) only** hereafter referred to as the "**Purchase Price**" the **Vendor** shall sell and the **Purchaser** shall buy the said **Property**, consideration of which is to be effected by way of installments in the following manner:
 - a) That **Tanzanian Shillings; One Hundred Million (Tsh.100,000,000/=)** shall be paid on the signing of this sale agreement and transfer deeds, and the **Vendor** shall give a vacant possession to enable the **Purchaser's** mobilization of the **Property** such as fencing and ground levelling while the **Vendor** proceed to the processing of the **Certificate of Title** with the relevant **Land authorities**.

- b) The Final instalments of Tanzania Shillings; **Two Hundred Million (Tsh.200,000,000)**, shall be paid after the Grant of the Certificate of Consent from the Commissioner for Lands/Authorized officer and Payment of Capital Gains Tax for the transfer of the Property, payment of which shall be evidenced by signing of the acknowledgement receipt as the final and conclusive payments of the Property.
2. That the Vendor commits himself to undertake the process of registration of the Certificate of Title in order to transfer the same to the Purchaser within a period of thirty days (30), from the date of the receipt of the first instalments.
 3. The **Vendor** shall deliver all documents over the registration and any other purpose over the said **Property** to the **Purchaser** immediately on the payment of the Advance.
 4. The Vendor shall deliver vacant possession of the Property to the Purchaser on the day when first instalment payment is affected, and any tenant, agent, or officer of the Vendor shall upon execution of First instalment in respect of this Agreement vacate the Property.
 5. The Vendor has committed himself to assist in all ways within his capability to affect the transfer of the Right of Occupancy in the name of the Purchaser should the Purchaser require his assistance.
 6. That all costs of transfer, including Capital gain Tax if any and property tax till the date of sale of the said Property shall be borne by the Vendor.
 7. The **Vendor** undertakes that the said **Property** is free from any encumbrances whatsoever.
 8. The **Vendor** hereby covenants with the **Purchaser** to pay, satisfy, and discharge all outgoings and liabilities in respect of **the Property** until transfer is effected and undertakes to indemnify the **Purchaser** against all actions, proceedings, claims and demands arising out of and in connection with or incidental to the breach by the **Vendor** of his undertaking and covenants herein contained.
 9. This Agreement and Deed of Transfer of the Property to be executed from the Vendor to the Purchaser shall be subject to the Consent of the Commissioner for Land or any other officer duly authorized, being granted to this disposition, and in any event that such consent be refused, the Parties shall revert to their original position and any monies deposited or paid by the Purchaser to the Vendors shall be refunded to the Purchaser.

10. That in case of any dispute concerning the interpretation and enforcement of rights in this Agreements the Laws of Tanzania for the time being in force shall apply.

In witness whereof the parties to this Agreement have duly executed these presents set their hands against their names in the manner below and on the date appearing hereinbefore:

Signed and delivered at Dar es Salaam
by the said **MOHAMED MAREI MBARAK** who
is known to me personally/identified to me by

~~the latter being known to me personally~~
and in my presence this 21ST Day of
JULY..... 2020.



Vendor

Before Me:

Name: OSWALD L. MPANGALA

Signature: 

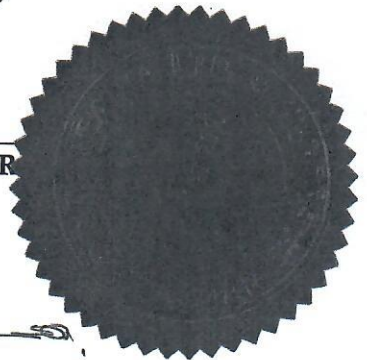
Address: P.O. BOX 25114 DAR ES SALAAM

Qualification: COMMISSIONER FOR OATHS



SEALED with the Common Seal of the said
EMCO TANZANIA LIMITED and
DELIVERED in presence of us this 21ST
day of JULY..... 2020.

PUR



Signature: 

Full Name: MOHAMMED VISKAM REMTULLA

Postal Address: P.O. BOX 9213 DSM

Qualification: DIRECTOR

Signature: 

Full Name: KABIL JAYANTILAL DAVE

Postal Address: P.O. BOX 9273

Qualification: ADMIN

of and on behalf of
TANZANIA REGISTRARS LTD

Drawn By:

Emco Tanzania Limited,
P.O Box 2924,
Dar es Salaam.

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT 1999
(No. 4 of 1999)
NOTIFICATION OF DISPOSITION
(Under Section 36)

TITLE NO. PWN3175
PLOT NO. 52.
BLOCK "E",
VIKINDU,
MKURANGA DISTRICT.

To: COMMISSIONER FOR LANDS/AUTHORIZED OFFICER.
COAST REGION.

I, **MOHAMED MAREI MBARAK** of **P.O Box 105838**, Dar es Salaam **HEREBY NOTIFY** you of the disposition which is intended to be made in favour of **EMCO TANZANIA LIMITED** of P.O. Box 2924, Dar es salaam, in respect of a Right of Occupancy registered under the above reference.

We **HEREBY** present the following particulars:-

1. Nature of Disposition:- Sale
2. Particulars of Transferee:- **EMCO TANZANIA LIMITED,
P.O.BOX 2924,
DAR ES SALAAM.**
3. Other Documents:
 - (i) Certificate of Occupancy
 - (ii). Deeds of Transfer
 - (iii). Sale Agreement
 - (iv). Approved Valuation Report.

Date: 21st July, 2020

Fees: _____



APPLICANT

COMMISSIONER FOR LANDS/AUTHORISED OFFICER

Copy: Registrar of Titles. COAST REGION.

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT 1999
(No. 4 of 1999)
APPLICATION FOR APPROVAL OF DISPOSITION
(Under Section 39)

TITLE NO. PWN 3175
PLOT NO. 52.
BLOCK "E",
VIKINDU,
MKURANGA DISTRICT.

To: COMMISSIONER FOR LANDS/AUTHORIZED OFFICER.
COAST REGION.

I, **MOHAMED MAREI MBARAK** of P.O Box **105838**, Dar es Salaam (hereinafter referred to as "*the Applicant*") **HEREBY APPLY** for **APPROVAL** of the disposition of a right of occupancy registered under the above reference.

We, **HEREBY** present the following particulars:-

1. Nature of Disposition:- Sale
2. Particulars of Transferee:-
**EMCO TANZANIA LIMITED,
P.O.BOX ,
DAR ES SALAAM.**
3. Other Documents:
 - (i) Certificate of Occupancy
 - (ii) Deeds of Transfer
 - (iii) Sale Agreement
 - (iv) Approved Valuation Report

Date: 21st July, 2020



APPLICANT

FOR OFFICIAL USE ONLY:

- a). Approved/Refused
- b). RemarksSignature.....

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, 1999
(No. 4 of 1999)

TRANSFER OF A RIGHT OF OCCUPANCY
(Under Section 62)

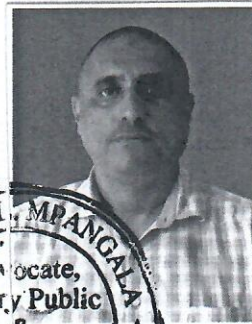
TITLE NO. PWN 3175
PLOT NO. 52.
BLOCK "E",
VIKINDU,
MKURANGA DISTRICT.

IN CONSIDERATION of Tanzania Shillings; **Three Hundred Million** Only (Tsh.300,000,000), I, **MOHAMED MAREI MBARAK** of P.O Box 105838, DAR ES SALAAM. DO HEREBY TRANSFER to **EMCO TANZANIA LIMITED** of P.o. Box 2924, Dar es Salaam, the Right of Occupancy Registered under the above reference.

Signed and delivered at Dar es Salaam
by the said **MOHAMED MAREI MBARAK** who
is known to me personally/~~identified to me by~~

~~the latter being known to me personally~~
and in my presence this 21st Day of
JULY 2020.


.....
TRANSFEROR



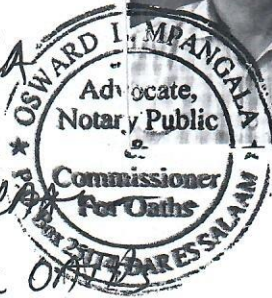
Before Me:

Name: OSWALD L. MPAWANGALA

Signature: MP

Address: P.O. BOX 25114, DAR ES SALAAM

Qualification: COMMISSIONER FOR OATHS



SEALED with the Common Seal of the said
EMCO TANZANIA LIMITED and
DELIVERED in presence of us this.....
day of 2020.



TRANSFER



Signature: _____

Full Name: _____

Postal Address: _____

Qualification: _____

Signature: _____

Full Name: _____

Postal Address: _____

Qualification: _____

Drawn By:

**Emco Tanzania Limited,
P.O Box 2924,
Dar es Salaam.**

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, 1999
(No. 4 of 1999)

CONSENT BY SPOUSE TO DISPOSITION OF RIGHT OF OCCUPANCY.

TITLE NO. PWN 3175
PLOT NO. 52.
BLOCK "E",
VIKINDU,
MKURANGA DISTRICT.

TO: COMMISSIONER FOR LANDS/AUTHORIZED LAND OFFICER,
COAST REGION.

I, **WARDA AIDHA ABDALLAH** of P.O. Box 105838, Dar es Salaam, Tanzania being the legal wife of **MOHAMED MAREI MBARAK** of P.O. Box 105838, Dar es Salaam, HEREBY CONSENT to the disposition by my Husband the property registered under the above reference by way of Sale to **EMCO TANZANIA LIMITED** of P.o. Box 2924, Dar es Salaam.

Signed and Delivered at Dar es Salaam by the said **WARDA AIDHA ABDALLAH** who is known to me personally/identified to me by ~~ES. AIDHA ABDALLAH MAREI MBARAK~~
WARDA AIDHA ABDALLAH MAREI MBARAK
the latter being known to me personally this... 21st...day of... JULY...2020.

Wardah X



Before me:

Signature: W

Full Name: DAMIAN L. MDANGA

Postal Address: P.O. BOX 25114, DAR ES SALAAM

Qualification: COMMISSIONER FOR LANDS



Drawn by:

Warda Aidha Abdalla (Spouse),
P.o.Box 105838,
Dar es Salaam.

