

Tanga Tanga

CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

Date of Issue:

Title Number: 75 LAND REGISTRY WOSHI

Land Office Number: 28737


Land: PLOT NO. 181 BLOCK KB XVI RASAZONE TANGA MUNICIPALITY

Term: NINETY NINE YEARS

[Handwritten Signature]
14/11/2020

[Handwritten Signature] 9/2/2021
VERONICA
Advocate, Notary Public & Commissioner
for Ombuds

TITLE No. 9744
 REGISTERED ON
 30-2-1993
 at ROMA
Mwalilwa
 Asst. Registrar of Titles



L.O.NO.28797:
 TRT.NO.1654:

CERTIFICATE OF OCCUPANCY

The Third day of March

One thousand nine hundred and ninety three.

TITLE NO. 9744 LAND REGISTRY, MOSHI

THIS IS TO CERTIFY that TANZANIA FERTILIZER COMPANY LIMITED of a limited liability Company incorporated in Tanzania and having its registered Office in Tanga of PRIVATE BAG, TANGA (hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of ninety nine years from the first day of October One thousand nine hundred and ninety two 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 sub-stitution therefor or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 1993, shall thereafter pay rent of fifty two thousand nine hundred and fifty Shillings(52,950/-) 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 2002, 2012, 2022, 2032, 2042, 2052, 2062, 2072, and 2082 or within three years thereafter in each case.

2. The Occupier shall:-

- (i) maintain 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 Tanga Municipal Council (hereinafter called "the Authority");
- (ii) At all times during the term of the right have on the land existing buildings approved by the authority and maintain them in good order and repair to the satisfaction of the Commissioner of Land Development Services (hereinafter called "the Commissioner");
- (iii) 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 there Authority as hereinbefore provided;

Stamp Duty Shs. 100/- Paid
 and Revenue Receipt No. 2012/21
 issued.
Mwalilwa
 Asst. Registrar of Titles

Stamp Duty Shs. 250/- Paid
 on Original Revenue Receipt No. 2012/21
 of 2012/21
Mwalilwa
 Asst. Registrar of Titles

- (iv) 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 of 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 or modification of any condition in the Right.

3.(i) The Occupier's 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 Director.

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

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

5. The Occupier's shall further:-

- (i) make and maintain on the land throughout the term adequate arrangements for water supply, drainage and a 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 the said Medical Officer of Health.

6. The Occupier shall pay to the Minister on demand made by the Director 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) any 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 Director 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.

7. Buildings erected or to be erected on the land shall be used for Special Industry, Use Group 'N' Use class (ii) as defined in the Town and Country Planning (Use classes) Regulations, 1960.

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

SCHEDULE

ALL that land known as Plot No.181 Block KB XVI Raskazone Tanga Municipality measuring an area of sixty three point eight five two (63.852) Hacters as shown for identification only edged red on the plan attached to this Certificate and defined on registered survey plan numbered 25821 deposited at the Office of the Director of Surveys 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]

COMMISSIONER FOR LANDS

The within-named TANZANIA FERTILIZER COMPANY LTD hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said TANZANIA FERTILIZER COMPANY LIMITED and DELIVERED in the presence of us this

10th day of Feb 1993

Signature: *[Handwritten signature]*

Postal Address: P.O. BOX 9043 DSM

Qualification: DIRECTOR

Certified copy of the Original
Signature: *[Handwritten signature]* Date: 14/9/2020
Advocate, Notary Public & Commissioner for Oaths
B.L.A.L.

Signature: *[Handwritten signature]*

Postal Address: P.O. BOX 9043 DSM

Qualification: SECRETARY

Certified copy of the Original
Sign: *[Handwritten signature]* Date: 5/7/2021
VERONICA VICTOR TESHU
Advocate, Notary Public & Commissioner for Oaths

LAND REGISTRY, MOSHI
MORTGAGE

Filed Document No. 8721

Date of registration 5-2-95 time 8:00 a.m.

THE NATIONAL BANK OF COMMERCE
(to secure an unspecified amount)

DISCHARGED F.D. 10162
ON 2-9-97 AT 3:30 P.M.

W. M. M. M.
REGISTRAR OF TITLES

W. M. M. M.
Asst. Registrar of Titles

LAND REGISTRY, MOSHI
TRANSFER

Filed Document No. 15481

Date of registration 3-2-2003 time 9:00 a.m.

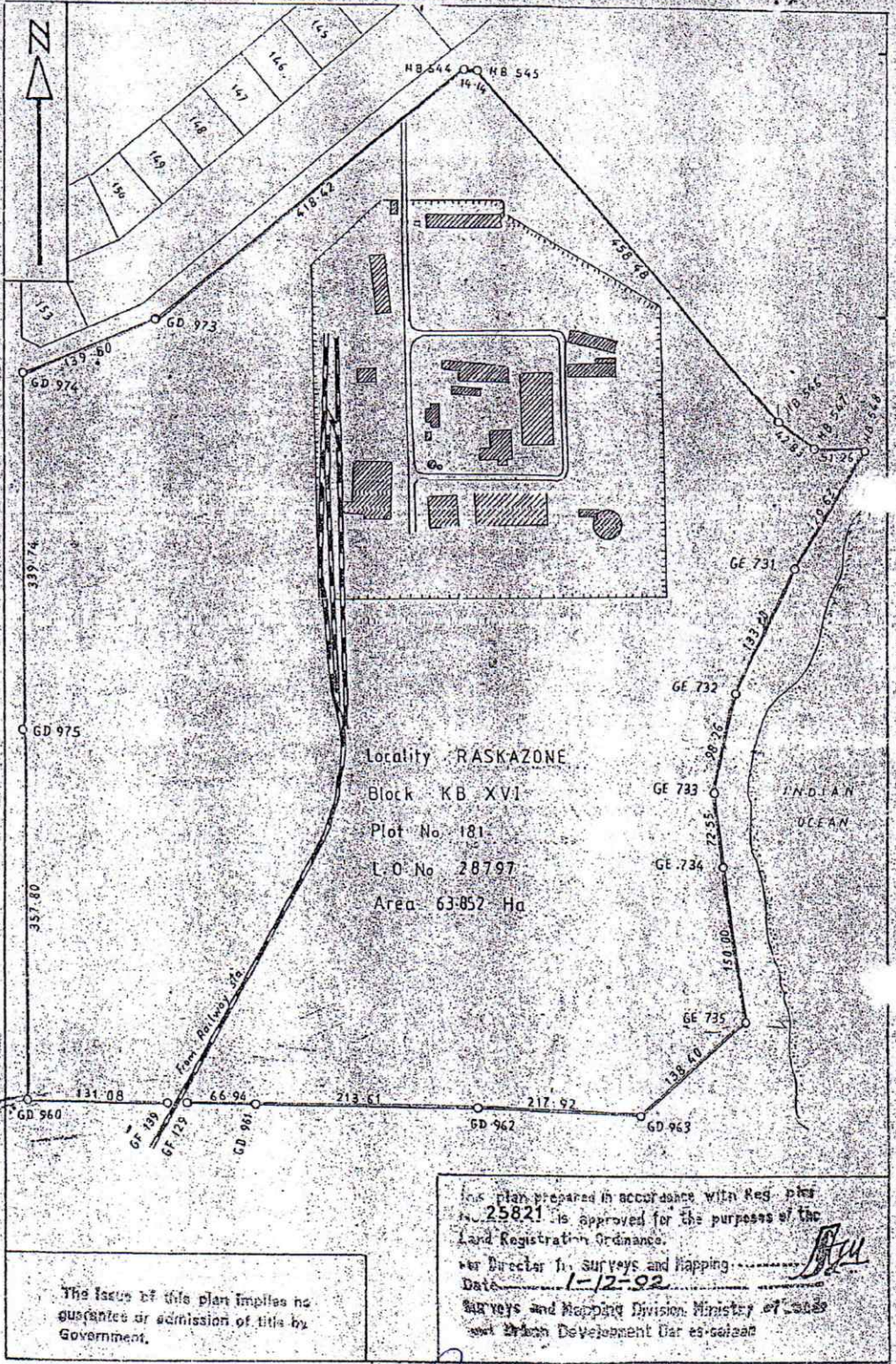
To GULF BUNK PETROLEUM (T)
LIMITED of P.O. BOX 3728,
DOR-ES-SALAAM
(Cons. TSHS. 1,050,000/=)

[Signature]
Asst. Registrar of Titles

Certified true copy of the Original
Sign: *[Signature]* Date: 14/9/2020
Advocate, Notary Public & Commissioner
for Oaths

Certified true copy of the Original
Sign: *[Signature]* Date: 5/7/2021
VERONICA VICTOR TESHA
Advocate, Notary Public & Commissioner
for Oaths

TANGA MUNICIPALITY



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

Certified true copy of the Original
 Sign: *[Signature]* Date: 14/9/2020
 Advocate, Legal Officer & Commissioner for Ombudsman

Certified true copy of the Original
 Sign: *[Signature]* Date: 5/7/2021
 VERONICA VICTOR TESHA