

ANNEXURE "B"

TANZANIA

Land Form 51

CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

Certified True Copy of the Original
Sign: *Jy* Date: *10-06-2012*
JOJO MFANGAVO
Advocate, Notary
Public & Commissioner for Oaths

Date of Issue:

Title Number: 4635 LAND REGISTRY - MOSHI

Land Office Number: 45616:

Plot 40 Land: MILK TREATMENT PLANT KANGE AREA TANGA MUNICIPALITY DISTRICT:

Term: NINETY NINE YEARS:

JAMHURI YA MUUNGANO WA TANZANIA
THE UNITED REPUBLIC OF TANZANIA

TFN 614 (Rev. 8.94)

STAKABADHI YA SERIKALI

42891113

1

EXCHEQUER RECEIPT

NIMEPOKEA KWA

Received from

INTERNATIONAL FOOD PROCESSORS LTD

Shs				Cts	
2	7	3	5		

JUMLA YA SHILINGI (Kwa maneno)

The sum of Shillings (Words)

SEVENTEEN MILION THREE HUNDRED SEVEN
FIVE THOUSAND EIGHT HUNDRED SEVEN FIVE

KWA MALIPO YA

In respect of

STORN SWIT ON TRANSFER PL

KWA FEDHA TASLIMU/HUNDI

NAMBA By Cash/Cheque No

MLM TREASURERS, NAIROBI STATION

SAHIMI YA MPOKEAJI

Signature

[Signature] 17/11/2011

MPC-KITUA

JAMHURI YA MUUNGANO WA TANZANIA
UNITED REPUBLIC OF TANZANIA

TFN. 614 (Rev. 8.94)

KABADHI YA SERIKALI

34450719

1

CHEQUER RECEIPT

POKEA KWA

id from

INTERNATIONAL FOOD PROCESSORS LTD

Shs				Cts	
2	5	0	0		

YA SHILINGI (Kwa maneno)

Sum of Shillings (Words)

Two thousand five hundred only

MALIPO YA

pect of

Reg fees Discharge of Mortgage

FEDHA TASLIMU/HUNDI

By Cash/Cheque No

CASH LAND REGISTRY
P.O. Box 16112

KITUA - Station

CTNB 4635
MOCHI

REAJI - Receiving Officer's

CHEO - LAND REGISTRY

[Signature]

[Signature]

TITLE No. **4635**
 REGISTERED **29-3-82**

LAND REGISTRY - MOSHI

Land Form 32
 at **10.00** a. m.

Under section 49, I required payment of
 Shs. **50/-** duty L.O. No. **45616:**
 Shs. **20/-** penalty

Kwasalilewa
 Asst. Registrar of Titles

Kwasalilewa
 Stamp No. **63:**
 L.D. No.

29-3-82

THE UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

The **4th** day of **August** One thousand
 nine hundred and **eighty one.**

TITLE No. **4635** LAND REGISTRY - MOSHI

THIS IS TO CERTIFY that **TANZANIA DAIRIES LIMITED** of P.O. BOX 48, 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") as joint tenants/as in common in equal shares for a term of **Ninety nine** years from **the first** day of

July One thousand nine hundred and **seventy five** 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 having paid rent up to the thirtieth day of June, 1976, shall thereafter pay rent of **Seven thousand two hundred (7,200/=) shillings** 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 **1985, 1995, 2005, 2015, 2025, 2035, 2045, 2055 and 2065** or within **three** years thereafter in each case.

2. The Occupier 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 Tanga Municipal Council** (hereinafter called "the Authority");
 - (ii) By the **Thirty first day of December** 1975, 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 **June** 1978;
 - (v) At all times during the term after the **thirtieth** day of **June** 1978 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");

Certified True Copy of the Original
 Sign: *Jy* Date: **10-06-1982**
JOHN MFANGAVO
 Advocate, Notary
 Public & Commissioner for Oaths

(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'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 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 his 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. **USER: Milk Treatment Plant/Office/Residential - Use Group 'N' Use Group 'G' Use Class (a) and Use Group 'A' Use Class (a) respectively as defined in the Town and Country Planning (Use Classes) Regulations, 1960.**

7. **SPECIAL CONDITION: The occupier shall construct a "HANDAKI" within the plot-----**

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

Certified True Copy of the Original

Sign: *[Signature]* Date: 10-06-2022

JOHN MPANGAVO
Advocate, Notary
Commissioner for Oaths

Link 4/0
SCHEDULE
 ALL that land known as plot for Milk Treatment Plant Range
 Area measuring twenty acres (20)-----

squares feet shown for identification only adged on the plan attached to this Certificate and defined
 on the registered survey plan numbered **17719** 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.

2011 71-232A

Certified True Copy of the Original
 Sign: *JM* Date: **10-06-2011**
JOHN MFANGAVO
 Advocate, Notary
 Public & Commissioner for Oaths

Quwath
DIRECTOR
LAND DEVELOPMENT SERVICES

DIRECTOR OF LAND DEVELOPMENT SERVICES:
COMMISSIONER FOR LANDS

The within-named **TANZANIA DAIRIES LIMITED** hereby accept
 the terms and conditions contained in the foregoing
 Certificate of Occupancy.

SEALED WITH THE COMMON SEAL OF
 THE said **TANZANIA DAIRIES LIMITED**
 in the presence OF US this
 8th day of July

1981
 Signature: *[Signature]*

Postal Address: **TANZANIA DAIRIES LTD.**
 P. O. BOX 338
ARUSHA - TANZANIA

Qualification: **GENERAL MANAGER**

Signature: *[Signature]*

Postal Address: **TANZANIA DAIRIES LTD**
P.O. BOX 338 ARUSHA

Qualification: **SECRETARY**

THE MANAGEMENT COMMITTEE

11/07/11
10-06-2011
COMMISSIONER FOR LANDS
LAND DEVELOPMENT SERVICES

[Handwritten notes and stamps]
NOTE
 to the Commissioner for Lands
 Commissioner for Lands
 Surveys and Mapping
 in a reference to the
 Land Development

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 G.R.R. No. 247674 of 29-3-82

29-3-1982 *K. K. K.*
Asst. Registrar of Titles

Stamp Duty Shs. 195/- + 50/- PENALTY Paid on Original Revenue Receipt No. 247674 of 29-3-82

K. K. K.
Asst. Registrar of Titles

LAND REGISTRY, MOSHI
DEED OF VARIATION

Filed Document No. 22313
Date of registration 23-11-2007 time 1:00 P.M.

To AMOUNT SECURED ON MORTGAGE UNDER F.D. 21304 VARIED TO USD 1,910,000/-

[Signature]
Asst. Reg. of Titles

LAND REGISTRY, MOSHI
TRANSFER

Filed Document No. 14953
Date of registration 2-9-2002 time 10:00 a.m.

To INTERNATIONAL FOOD PROCESSORS LIMITED APO Box 5055 DAR-ES-SALAAM.
(CONS. TSHS 80,000,000/-)

[Signature]
Asst. Registrar of Titles

LAND REGISTRY, MOSHI
TRANSFER

Filed Document No. 29851
Date of registration 17-3-2011 time 1:00 P.M.

To TANGA FRESH LIMITED of P.O. Box 31099, DAR-ES-SALAAM (CONS. US \$ 2,500,000/-)

[Signature]
Asst. Registrar of Titles

LAND REGISTRY, MOSHI
MORTGAGE

Filed Document No. 17659
Date of registration 04-01-2005 time 11:30 a.m.

NATIONAL BANK OF COMMERCE LIMITED to secure an unspecified amount.

[Signature]
Asst. Registrar of Titles

LAND REGISTRY, MOSHI
MORTGAGE

Filed Document No. 21304
Date of registration 2-5-2007 time 1:00 P.M.

To AFRICAN BANKING CORPORATION (USD 1,210,000/-) subject to the fluctuations in the effective rate or rate of the exchange ruling in any given date plus interest during the continuance of a charge

[Signature]
Asst. Registrar of Titles

Certified True Copy of the Original
Sign: *[Signature]* Date: 10-06-2012
JOHN MFANGAVO
Advocate, Notary
Public & Commissioner for Oaths

MUNICIPALITY

INVEST SHOWING DETAILS OF PLOT

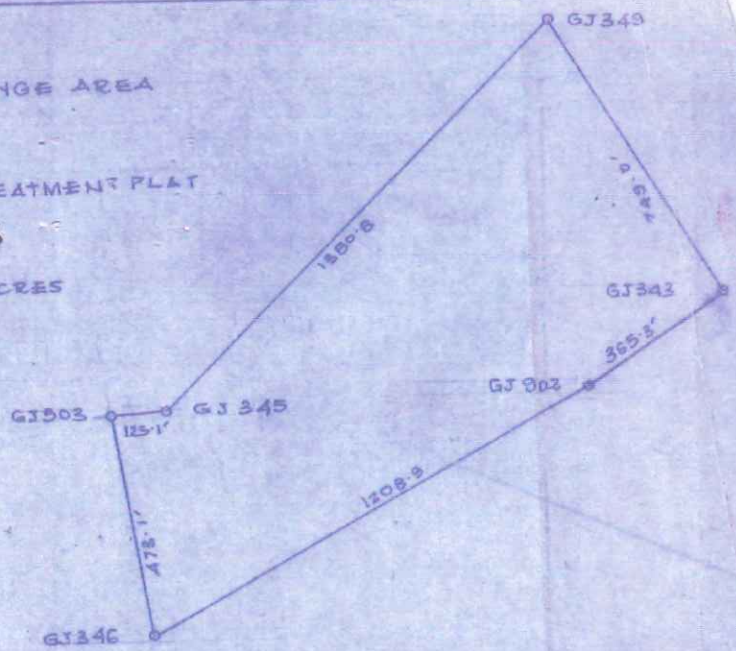
LOCALITY KANGE AREA

BLOCK -

PLOT MILK TREATMENT PLANT

L.O. No 45616

AREA 20 ACRES



TRDF PLOT

TANGA DIARY

VETERINARY PLANTATION

TO TANGA TOWN

MILK TREATMENT
PLOT

WATER SUPPLY
STORAGE TANK

DIARY FARM

FROM MASHI

on implies no
on of title by

This plan prepared in accordance with Reg Plan
No. 17719..... is approved for the purposes
Land Registration Ordinance.

For Director for Surveys and Mapping

Date 25-2-21

Surveys and Mapping Division, Ministry of Lands,
and Urban Development Dar-es-Salaam.



TANGA CITY COUNCIL

A 67635

P.O. Box 178 Telephone 44531/2/3
TANGA 14/01/2011

Received from INTERNATIONAL FOOD PRODUCTS LTD
Sum of Shs. SEVEN THOUSAND ONLY
Cents

For APPLICATION & NOTIFICATION
FEES FOR MILK TREATMENT PLANT

HEAD _____
SHS. 7,000/=

BY CASH/CHEQUE
CHEQUE No. _____

TE _____
OF _____



With thanks
[Signature]
FOR TREASURER

AMHURI YA MUUNGANO WA TANZANIA
THE UNITED REPUBLIC OF TANZANIA

TAKABADHI YA SERIKALI
EXCHEQUER RECEIPT

IMEPOKEA KWA
received from

15612911

2002-2003-800-000
2001-2002 TEN. 67635/2/3
800-000

KIASI
Amount

Shs.										Cts.
= 1 600 000 =										

Tanzania Dairies Limited.

MLA YA SHILINGI (Kwa maneno)
The Sum of Shillings (Words)

One million six hundred thousand

only.

AFISA MIFANOMIJI WA MANISIA
TANGA NA SENTI
And Cents

MALIPO YA
respect of

Plot 117/201-30/6/2003 Plot for milk
treatment.

KITIRO—Station

Wange area
Tanga

FEDHA TASLIMU/HUNDI NAMBA
Cash/Cheque No.

MPOKEA—Receiving Officer's
[Signature]

CHEO—Title
HA

TAREHE—Date
21/9/2003

Dsm.