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TANGANYIKA

The Land Registration Ordinance (Cap. 334 of the Laws)



CERTIFICATE OF TITLE TO LEASEHOLD LAND

Copy of

The original of the Certificate of Occupancy No. 18802

third

H. H. Sheikh

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Land Registry



I certify that this is a true and correct copy of the original

Asst. Registrar of Titles

Title No. 18802

Description of registered land.

A piece or parcel of land situated in the Non-Industrial Sector Area, near Road, in the City of Dar es Salaam containing five decimal six four (5.64) acres or thereabouts being known as Plot No. 18802 as delineated and shown on the referenced Survey Plan No. 18802 annexed hereto and also being part of the land comprised in the Title No. 18803, a copy of which is enclosed hereto.

Pl. Ct. 18510



Asst. Registrar of Titles

L.O. No. 20589.

TANGANYIKA

Stamp Duty Shillings 4 paid and  
Revenue Receipt No. 27749 of 29/11/62

M.P. No. 55749  
TANGANYIKA  
Stamp Ordinance  
Section 19  
DUTY DEMOTES  
Shs. 7.00/- paid by  
Principal Applicant  
Revenue Authority

Asst. Registrar (General)

CERTIFICATE OF OCCUPANCY

The 12th day of April

One thousand nine hundred and sixty-two.

Title No. 14883

THIS IS TO CERTIFY that ALUMINIUM AFRICA LIMITED a Limited Liability Company incorporated in Tanganyika and having its registered office at Dar es Salaam (hereinafter called "the Occupier") is entitled to a Right of Occupancy in and over the land described in the Schedule hereto (hereinafter called "the said land") for a term of Ninety-nine years from the Fourth day of October One thousand nine hundred and sixty-one 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 on the following special terms and conditions:-

1. The Occupier having on acceptance of the said Right of Occupancy paid rent of Four thousand three hundred and sixty-three Shillings (Shs. 4,363/-) for the period from the commencement of the said term to the thirtieth day of June 1962, shall thereafter pay rent yearly in advance calculated at the rate of Five thousand nine hundred and twenty Shillings (Shs. 5,920/-) per annum on the first day of July in every year during the said term without any deduction PROVIDED that the said rent shall be subject to revision by the Governor-General on the first day of July in each of the years 1981, 2001, 2021 and 2041 or within five years thereafter in each case.

2. The Occupier hereby covenants:-

(i) to erect buildings on the said land of a value of not less than Two million Shillings (Shs. 2,000,000/-), (exclusive of the value of machinery and of a single residential quarter) and designed for use in accordance with the conditions of the said Right of Occupancy;

(ii) to commence erection of buildings on the said land in accordance with plans and specifications previously submitted to and approved by the City Council, Dar es Salaam (hereinafter referred to as "the Authority") so that buildings of a value of not less than One million and eighty

thousand Shillings (Shs.1,080,000/-) are ready for use and occupation by the 30th day of September 1963;

(iii) to complete the erection of further buildings on the said land to bring the total value of the buildings erected thereon to at least Two million Shillings (Shs.2,000,000/-) and to comply with sub-paragraph (i) hereof in accordance with plans (including block plans showing the position of the buildings, drawings, elevations and specifications previously submitted to and approved by the Authority and designed for use in accordance with the conditions of the said ~~land~~ Occupancy so that all the buildings on the said land are ready for use and occupation not later than the 30th day of September 1967;

(iv) at all times after compliance with the covenants contained in the preceding sub-paragraphs to have on the said land approved buildings of the type and specifications hereinbefore referred to and to maintain the same in good order and repair to the satisfaction of the Land Officer;

(v) not to erect or commence to erect on the said land any building of any kind whatsoever except in accordance with building plans and specifications which shall have been first approved by the Authority. Neither approval of plans of any building by the Authority nor its erection shall imply waiver or modification by the Governor-General of any condition in the said Right of Occupancy relating to development or user of the said land.

3. (i) The Occupier in submitting plans under Condition 2(iii) hereof shall show thereon the position and nature of the building development for which plans have already been approved and of the further building development necessary for full compliance with the building covenant contained in the aforesaid Condition 2(iii);

(ii) the Occupier shall obtain from the District Engineer; East African Railways and Harbours, Dar es Salaam, his approval of the plans of all buildings to be erected on the said land in the vicinity of existing or proposed rail lines (in addition to the approval of the Authority required under Condition 2 hereof).

The Occupier shall at no time during the term granted subdivide the said land or assign, mortgage or dispose of or deal with the whole or any part thereof or any buildings thereon without the prior consent of the Land Officer.

5. The Land Officer shall have an absolute discretion in the giving or withholding of consent under condition 4 above. In particular any dealing (other than a mortgage or charge) entered into before compliance with the covenants contained in conditions 2(i) to 2(iii) hereof will not normally receive consent except in special circumstances of which the Land Officer shall be the sole judge.

6. The Occupier hereby covenants to pay to the Governor-General on demand made by the Land Officer on his behalf :-

- (i) any further fees or stamp duties which may be found to be payable by the Occupier in connection with the said Right of Occupancy;
- (ii) an amount equal to any contribution in lieu of rates which may be paid by the Government in respect of the said land during the term of the said Right of Occupancy;
- (iii) such sum as shall be spent by the Government on constructing a bitumenised road approximately Three hundred yards in length along the westerly boundary of the said land.

7. The said land and the buildings to be erected thereon shall be used solely for an aluminium factory but shall not include the smelting of aluminium from bauxite and PROVIDED THAT the Occupier may also erect on the said land one residential quarter which shall be used only by an Engineer or other person charged with responsibility for running and maintenance of the said aluminium factory.

8. The Occupier further undertakes :-

- (a) to make and maintain throughout the said term adequate arrangements for water supply, drainage and disposal of effluent and effluent to the satisfaction of the Authority;
- (b) to make and keep in good condition on the said land rat-proof walls to carry out such measures as the Medical Officer of Health and the Authority shall require to this effect;
- (c) to provide and maintain on the said land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.

The Occupier shall enter into an agreement with the African Railways and Harbours Administration (here-

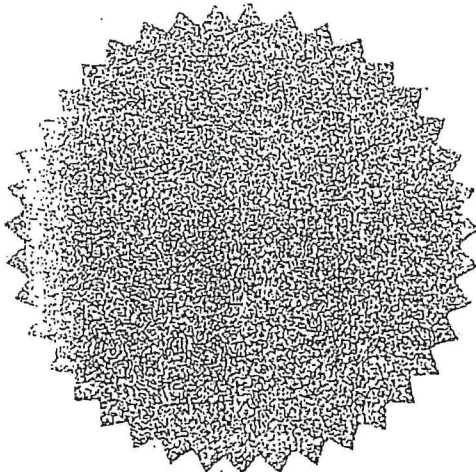
inafter referred to as "the said Administration") whereby the said Administration shall provide rail sidings serving the said land for use by the Occupier and shall pay to the said Administration all sums payable to it under the said agreement for cost of installation of the sidings, annual rent for their use, or otherwise.

10. The Governor-General may revoke the said Right of Occupancy for failure by the Occupier to perform the covenants or to comply with the conditions expressly or impliedly contained in the said Right of Occupancy.

THE SCHEDULE HEREBEFORE REFERRED TO:

ALL THAT piece or parcel of land situate in the Non-Offensive Factory Area, Pugu Road, in the City of Dar es Salaam, having an area of Eighteen decimal five eighth (18.63) acres as delineated on plan prepared in accordance with Registered Survey No. 11786 deposited with the Survey Division, Ministry of Lands, Forests and Wildlife, Dar es Salaam, and edged white for the purpose of identification only on the plan hereunto annexed.

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



*E. A. ...*

LAND OFFICER

The within-named ALUMINUM AFRICA LIMITED hereby assents to the terms and conditions contained in the foregoing

*[Faint, illegible text, likely a title or header for a map or plan.]*

This plan prepared in accordance with Registered Survey No. 1522, issued for the purposes of the Land Registration Ordinance, 1963, by the Chief Surveyor, Ministry of Lands, Forests & Wildlife.

Certificate of Occupancy.

SEALED with the COMMON SEAL of the said ALUMINIUM AFRICA LIMITED and delivered in the presence of us this 24th day of March 1962.

(Signature) *[Signature]*

(Postal Address) P.O. Box 2070  
Dares Salaam

(Qualification) Director

(Signature) *[Signature]*

(Postal Address) P.O. Box 2070  
Dares Salaam

(Qualification) Director

**NOTICE OF DEPOSIT**  
 Registered 17.12.61  
 THE THE BANK OF BARODA  
 TO THE ORDER OF  
 With drawn F.D. 42246  
 on 21.4.70 at 10.00 am  
*[Signature]*  
 Asst. Registrar of Titles

**MORTGAGE**  
 42318 Registered 12.6.61  
 To NATIONAL AND GRINDAYS  
 FINANCE AND DEVELOPMENT  
 CORPORATION LIMITED  
 To secure Sh. 2,500,000/-  
 Discharged F.D. 54585  
 on 21-4-70  
*[Signature]*  
 Asst. Registrar of Titles

**MORTGAGE**  
 42317 Registered 12.6.61  
 To NATIONAL AND GRINDAYS  
 FINANCE AND DEVELOPMENT  
 CORPORATION LIMITED  
 To secure Sh. 1,800,000/-  
 Discharged F.D. 54581  
 on 21-4-70  
*[Signature]*  
 Asst. Registrar of Titles

**MORTGAGE**  
 42319 Registered 12.6.61  
 To NATIONAL AND GRINDAYS  
 FINANCE AND DEVELOPMENT  
 CORPORATION LIMITED  
 To secure Sh. 120,000/-  
 Discharged F.D. 54584  
 on 21-4-70  
*[Signature]*  
 Asst. Registrar of Titles

TO THE PRESIDENT OF THE UNITED  
REPUBLIC OF TANGANYIKA AND ZANZIBAR

*J. Rumbwa*

Asst. Registrar of Titles

APPLICATION UNDER SECTION  
No. 58010 Registered 9.6.71 at 10.30 AM  
TO APPLICATION FOR  
DIVISION

CT. Nos. 18540 and 18541. Issued

*ambaya*

Asst. Registrar of Titles

**MORTGAGE**  
No. 47040 Registered 26.8.66 at 12.15 P.m.

TO EDWARD LEOPOLD de ROTHSCHILD;  
LEOPOLD DAVID de ROTHSCHILD;  
EVELYN ROBERT ADRIAN de  
ROTHSCHILD;  
NATHANIEL CHARLES JACOB ROTHS-  
CHILD;

~~DAVID CHARLES COLVILLE;~~  
MIRIAM SIEGEL;  
PHILIP R. BOURNE;  
ROTHSCHILD CONTINUATION LIMITED;  
SECOND CONTINUATION LIMITED.  
(To secure a sum of Sh. 150,000/-)  
DISCHARGED F.D. 5502525525  
ON 7-4-70 AT 9.30  
*ambaya*  
Asst. Registrar of Titles

REGISTRAR OF TITLES

**CHANGE OF NAME**  
F.D. 42317  
No. 54970 Registered 27-4-70 at 10.15 AM

TO THE NATIONAL BANK OF COMMERCE

DISCHARGED F.D. 54951  
ON 7-4-70 AT 10.15 AM

*ambaya*  
Asst. Registrar of Titles

REGISTRAR OF TITLES

