

TANZANIA

Land Form 51

# CERTIFICATE OF OCCUPANCY

*(Issued under Section 9 of the Land Ordinance)*

Date of Issue:

Title Number: 55033

Land Office Number: 157449

Land: PLOT NOS. 1, 2, 3 and 4 KIMAMBA URBAN AREA

UNITED REPUBLIC OF TANZANIA  
MINISTRY OF LANDS AND HUMAN SETTLEMENTS DEVELOPMENT

Telegrams: "LANDS"  
Telephone: 2121241-9



LAND REGISTRY  
P. O. Box 1191,  
DAR ES SALAAM.

Date: 14 Feb 2004

In reply please quote:  
LR/155033/4  
10 M/S FARMLANDS  
TANZANIA LIMITED  
P.O. Box 2293, Bsm

TITLE NO: 55033 LAND OFFICE NO: 157449  
PLOT NO: 1, 2, 3 and 4 Kimambo  
Wilson Area

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

Copy to: Commissioner for Lands  
Your LD File No: 6293 refers.

TITLE No. 55033  
 REGISTERED 30-6-2000  
 At 1.00 P.M.  
 JPH  
 Senior Asst. Registrar of Titles



TANZANIA STAMP DUTY ACT.  
 Stamp Duty Shs. 100/= Paid  
 and Revenue Receipt No. 11388946  
 of 20-3-2000 09554997  
 26-8-2000  
 L. O. NO. 157449  
 Stamp Duty Officer

KL/LD.NO. 1092.

TANZANIA STAMP DUTY ACT.  
 Stamp Duty Shs. 1940/= Paid  
 and Revenue Receipt No. 11388946  
 of 20-3-2000 09554997  
 26-6-2000  
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

The 16<sup>th</sup> day of August Two thousand

TITLE NO. 55033

THIS IS TO CERTIFY that M/S FARMLANDS TANZANIA LIMITED a limited liability company incorporated in Tanzania and having its registered office at Dar es Salaam of P. O. Box 2293; DAR ES SALAAM; (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 Thirty three years from the first day of July, One thousand nine hundred and ninety nine 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, 2000, shall thereafter pay rent of Shillings thirty eight thousand seven hundred twenty three (Shs. 38,723/-) 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 2009, 2019 and 2029 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 Kileleshwa District Council (hereinafter called "the Authority");

(ii) 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 Commissioner for Lands (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 the Authority.

(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 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 or modification of any condition in the Right.

3. (i) The Occupier shall not sub-divide 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.

(ii) Occupation or use of the whole or any part of the land or buildings on it by any person other than the Occupier or her employees or agents or 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.

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;

# KIMAMBA URBAN AREA

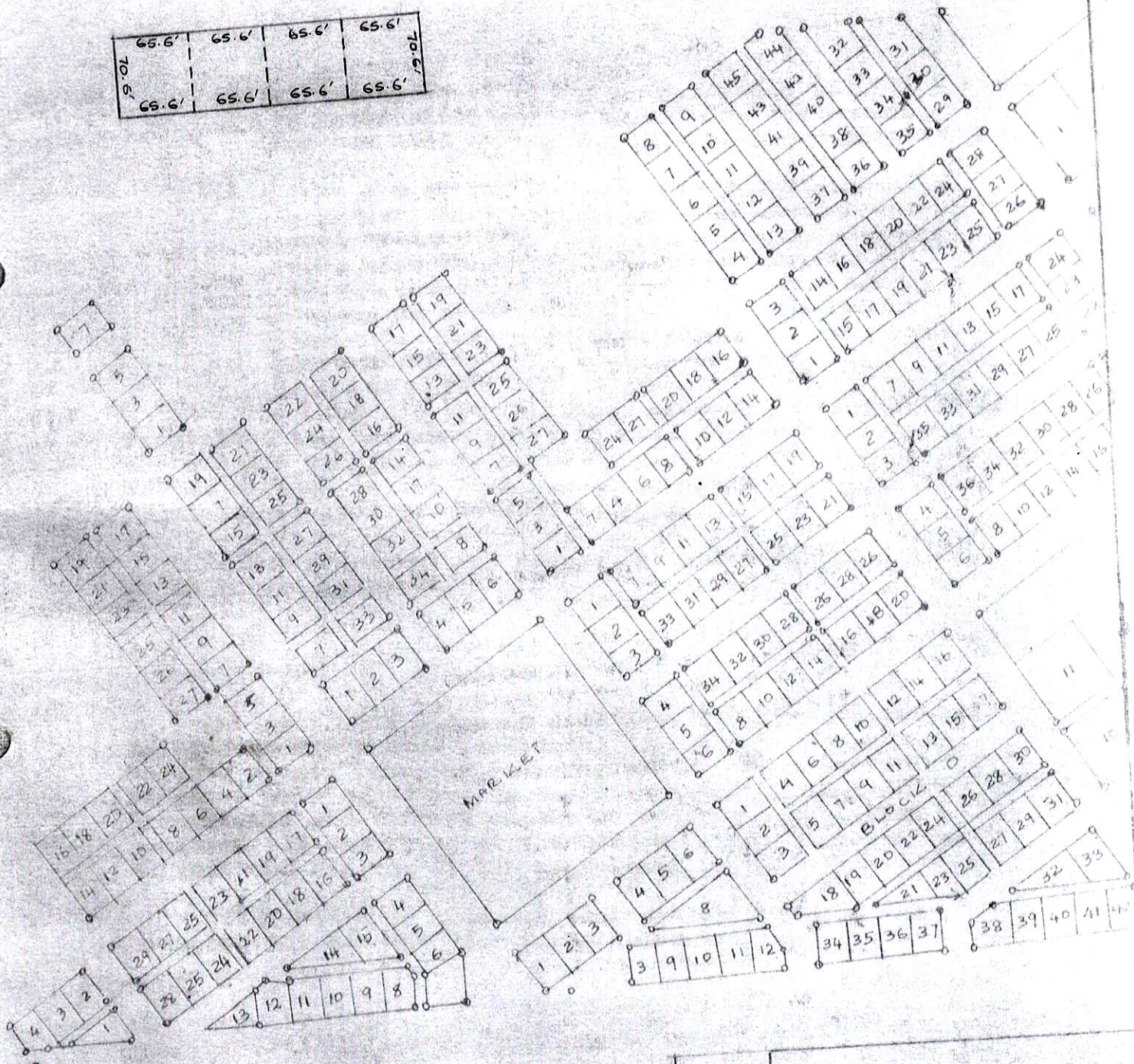
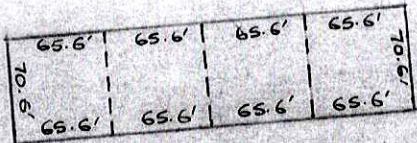
LOCALITY .....

BLOCK .....

PLOT NO 1, 2, 3 & 4 .....

L.O. NO 157449 .....

AREA 18524 SQ FT .....



and proposed in accordance with Section  
 No. 13239 is approved for the purpose  
 of the Land Registration Ordinance.  
 Director of Surveys and Mapping *[Signature]*  
 3-5-2000  
 Survey and Mapping Division Ministry of Lands

(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. The Land and the buildings erected thereon shall be maintained and the same shall be used solely for WHOLE SALE AND STORAGE WAREHOUSE Purposes Only; Use Group 'L' use class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

7. The President may revoke the Right for good cause or in Public interest.

#### SCHEDULE

All that Land known as Plot Nos. 1, 2, 3 and 4 situate in Kimamba Urban Area containing eighteen thousand five hundred twenty four (18,524) square feet shown for identification only edged red on the plan attached to this Certificate and defined on the registered survey plan numbered ~~425~~ 73239 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam. *Am/10*

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

The within named M/S FARMLANDS TANZANIA LIMITED hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of )  
the said FARMLANDS TANZANIA )  
LIMITED and DELIVERED in the )  
presence of us this--26<sup>th</sup>-- )  
day of--May-----2000. )

Signature: *[Signature]* )

Postal Address: P.O. Box 2293 )

..... )  
Qualifications: *[Signature]* )

Signature: *Julia N.S. Martin* )

Postal Address: P.O. Box 2293 )

..... )  
Qualifications: *Jar-es-Salaam* )  
*Company Legal* )  
*Secretary* )