

TANZANIA

Land F

12

CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

Date of Issue:


Title Number: 41329

Land Office Number: 142265.

Land: PLOP NO. 16/1 VINGUNGUTI INDUSTRIAL AREA D'SALAAM CITY.

Term: NINETY NINE YEARS.

TITLE No. 41329
 REGISTERED 24-2-93
 At 12:30 P.M
Dobler
 Senior Asst. Registrar of Titles



Stamp Duty Shs. *100/= Paid
 and Revenue Receipt No. AI/471878
 of 22-9-92 Land P.O. NO. 142265.
Dobler L.D. NO. 64677.
 Stamp Duty Officer

CERTIFICATE OF OCCUPANCY

The 23rd day of February
 One thousand nine hundred and ninety three.
 TITLE NO. 41329

TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs. 2610/=
 Revenue Receipt No. AI/471878
 of 22-9-92
Dobler
 Stamp Duty Officer

THIS IS TO CERTIFY that BOBY SOAP FACTORY (T) 1975 LIMITED a limited liability company registered under companies ordinance Cap. 212 of P.O. BOX 1912, DAR ES SALAAM (hereinafter called "the Occupier") are 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 July 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 substitution 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 and two hundred shillings (TShs:52,200/=) 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, 2032, 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 Dar-Salaam City 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 rerect 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 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 obligation under the conditions of the Right and shall not imply waiver or modification of any condition in the Right.

3. 1) The Occupier 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 the consent of the Commissioner shall not be necessary;

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 or buildings on it by any person other than the Occupier or 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 further:-

- i) make and maintain of the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to 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 a 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.

6. 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

7. The land and the buildings to be erected thereon shall be used for Industrial purposes only. Use Group 'O' use class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960.

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

SCHEDULE

ALL that land known as Plot No. 16/1 Vingunguti Industrial Dar-es-Salaam City containing Five thousand nine hundred and ninety one (5,991) square metres shown for identification only edged red on the plan attached to this Certificate and defined on the registered survey plan numbered 26047 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.

[Handwritten Signature]
COMMISSIONER FOR LANDS

The within-named BOBBY SHOP FACTORY(T) 1975 LIMITED hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said BOBBY SOAP FACTORY(T) 1975 LIMITED and DELIVERED in the presence this
16TH day of FEB. 1993.
Signature:.....
Postal Address:.....
.....
Qualification:.....
Signature:.....
Postal Address:.....
.....
Qualification:.....

LAND REGISTRY DAR-ES-SALAAM
MORTGAGE

Filed Document no 101,191
Date of Registration 19-3-96 time 12.45 P.m.
To THE NATIONAL BANK OF COMMERCE (T) LIMITED
(To secure an unspecified amount)
ASST REGISTRAR OF TITLES

LAND REGISTRY DAR - ES - SALAAM
TRANSFER

Filed Document No..... 130416
Date of Registration 13.08.10 time 09:20 A.m
To MURZAH OIL MILLS LIMITED
OF P.O. BOX 2339 DAR-ES-SALAAM.
(cons USD. 1,100,000/-)
Senior Asst. Registrar of Titles

LAND REGISTRY DAR-ES-SALAAM
MORTGAGE

Filed Document no 105234
Date of Registration 18.10.2000 time 1.30 P.m.
To EXIM BANK (T) LIMITED
(To secure 562,500,000/-
ON 20-6-2003 AT 11.00 AM)
SEN ASST. REGISTRAR OF TITLES

LAND REGISTRY DAR - ES - SALAAM
MORTGAGE

Filed Document No 131212
Date of Registration 26.10.2010 time 11:38 A.m
To EXIM BANK (T) LIMITED OF P-O BOX
1431 DAR - ES - SALAAM
(To secure 5,000,000/= TSH)
Senior Asst. Registrar of Titles

LAND REGISTRY DAR-ES-SALAAM
TRANSFER

Filed Document no 108043
Date of Registration 9.7.03 time 11.00 A.m
to MUKWANO INDUSTRIES
(TANZANIA) LIMITED OF P.O.
Box 39862 Dar-es-Salaam.
(USD 850,000)
Senior Asst Registrar of Titles

LAND REGISTRY DAR-ES-SALAAM
2nd MORTGAGE

Filed Document No 134527
Date of Registration 06.06.2011 time 12:12 P.m.
To EXIM BANK (T) LIMITED
OF BOX 1431 DAR-ES-SALAAM.
(To secure Tsh=3,750,000,000/-)
Senior Asst. Registrar of Titles

LAND REGISTRY DAR-ES-SALAAM
TRANSFER

Filed Document no
Date of Registration time

ENDORSEMENT CANCELLED

Senior Asst Registrar of Titles

LAND REGISTRY DAR-ES-SALAAM
TRANSFER.

Filed Document No 208523
Date of Registration 12-07-2019 time 11:59 A.
MURZAH WILMAR EAST AFRICA LIMITED OF
P.O. BOX 2339, DAR ES SALAAM. (IN CONSIDERATION
OF TSH.730,438,000/=)

Plot 16/2 - 1707 - Vingunguti I
(Plot 9)

No. 11

JAMHURI YA MUUNGANO WA TANZANIA
THE UNITED REPUBLIC OF TANZANIA
STAKABADHI YA SERIKALI

12082218 1 2007-010911

TFN: 614 (Rev. 8.94)

EXCHEQUER RECEIPT

NIMEPOKA KWA *Aubunoro* IND (T2) *IND*
Received from *Aubunoro* Amount

Shs	Cts
435236	

JUMLA YA SHILINGA (Kwa maneno)
The sum of Shillings (Words) *Four hundred and thirty five thousand two hundred and thirty six*

KWA MALIPO YA *2007/01/16/2*
In respect of *Plot 16/2*

KWA FEDHA TASLIMIYONI *2007/01/16/2* KITUO - *Station*
Namba *2007/01/16/2*

SAHIBI YA MPOKAJI *IND*
Signature *IND*

CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

Date of Issue:

Title Number: *41327*

Land Office Number: *142266*

Land: *INDUSTRIAL AREA*
PLOT NO. 16/2 VINGUNGUTI/DAR ES SALAAM CITY.

Term: *NINETY NINE YEARS.*

TITLE No. 41327

REGISTERED 24-2-93

At 12:30 P.M

Woluh
Senior Asst. Registrar of Titles



L.O. NO. 142266

L.D. NO. 162652

TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs. 100/- Paid
 and Revenue Receipt No. AI/471877
 of 22-9-92
Woluh
 Stamp Duty Officer

CERTIFICATE OF OCCUPANCY

The 23rd day of February
One thousand nine hundred and ninety three.

TITLE NO. 41327

THIS IS TO CERTIFY that ZAHRA BOTTEERS LIMITED a limited liability Company registered under companies ordinance Cap. 212 of P.O. BOX 1912 DAR ES SALAAM (hereinafter called "the Occupier") are 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 July 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 substitution 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 sixty eight thousand one hundred shillings (TShs:68,100/=) 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 Dar es Salaam City 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 Commissioner for Surveys and Mapping.

TANGANYIKA STAMP DUTY ACT
 Stamp Duty Shs. 3440/- Paid
 on original Receipt No. AI/471877
 of 22-9-92
Woluh
 Stamp Duty Officer

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3. 1) The Occupier 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 the consent of the Commissioner shall not be necessary:-

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 or buildings on it by any person other than the Occupier or its 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 further:-

- i) make and maintain on the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to 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 a 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.

6. 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 any road which the land fronts, abuts or adjoins, whether such road is made before or after such making or improvement thereof. This condition shall not apply to any land which is not a road.
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7. The land and the buildings to be erected thereon shall be used for Industrial purposes only. Use Group "O" use class (a) 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. 16/2 Vingunguti Dar es Salaam City containing seven thousand and forty two (7,042) square metres shown for identification only edged red on the plan attached to this Certificate and defined on the registered survey plan numbered 26047 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.

[Handwritten Signature]
COMMISSIONER FOR LANDS

The within-named ZAHRA BOTTTLERS LIMITED hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL)
of the said ZAHRA BOTTTLERS)
LIMITED and DELIVERED in the)
presence this)
16th day of FEB. 1993.

Signature:.....

Postal Address:.....
DOME CAMP

Qualification:.....

Signature:.....

Postal Address:.....
DOME CAMP

[Handwritten mark]

LAND REGISTRY DAR-ES-SALAAM
MORTGAGE

Filed Document no 101,577
Date of Registration 21-10-96 time 1:00 P.M.
to THE NATIONAL BANK OF
COMMERCIAL
ON 4-4-2000 AT 1:00 P.M.
(To secure an unspecified amount)

[Signature]
SEN. ASST. REGISTRAR OF TITLES

LAND REGISTRY DAR-ES-SALAAM
MORTGAGE

Filed Document no 106,976
Date of Registration 7-6-2002 time 11:00 A.M.
DISCHARGED - F.D. 107,988
to EAST AFRICAN DEVELOPMENT
BANK of P.O. Box 7128, KAMPALA.
(To secure TZ Shs. 800,000,000/-)
ON 20-6-2003 AT 11:00 AM

[Signature]
SEN. ASST. REGISTRAR OF TITLES

LAND REGISTRY, DAR-ES-SALAAM
CHANGE OF NAME FD 101,577

Filed Document No. 104523
DISCHARGED - F.D. 104704
Date of Registration 28-1-2000 time 1:00 P.M.
To NBC (1997) LIMITED
ON 4-4-2000 AT 1:00 PM

[Signature]
SEN. ASST. REGISTRAR OF TITLES

LAND REGISTRY DAR-ES-SALAAM
TRANSFER

Filed Document No. 108042
Date of Registration 9-7-03 time 11:00 A.M.
to MUKWAND INDUSTRIES (TANZANIA)
LIMITED of P.O. BOX 39862
DAR-ES-SALAAM
USD 770,000

[Signature]
TITLES

LAND REGISTRY DAR-ES-SALAAM
TRANSFER

Filed Document no 104943
Date of Registration 28-6-2000 time 1:00 P.M.
To COASTAL OIL INDUSTRIES
LIMITED of P.O. Box 1912 Dar Salaam
(D.V. Tshs. 639,000,000/-)

[Signature]
Senior Asst. Registrar of Titles

LAND REGISTRY DAR-ES-SALAAM
TRANSFER

Filed Document no 130407
Date of Registration 13-08-2010 time 9:37 A.M.
To MURZAH OIL MILLS LIMITED
of P.O. BOX 2339, DAR ES SALAAM.
(Cons USD. 900,000)

[Signature]
Senior Asst. Registrar of Titles

LAND REGISTRY DAR-ES-SALAAM
MORTGAGE

Filed Document no 104944
Date of Registration 28-6-2000 time 1:00 P.M.
DISCHARGED - F.D. 107188
to EAST AFRICAN DEVELOPMENT
BANK of P.O. Box 7128, KAMPALA.
(To secure US \$ 411,285)
ON 20-6-2003 AT 11:00 AM

[Signature]
SEN. ASST. REGISTRAR OF TITLES



[Handwritten mark]

[Handwritten mark]

