

THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF LANDS AND HUMAN SETTLEMENTS DEVELOPMENT



LAND REGISTRY,  
P.O.Box 1191,  
Dar es Salaam.

Date: <sup>16<sup>th</sup></sup> October, 2012

Telegrams: LANDS  
Telephone: 2121241-9  
In reply please quote:

Ref. No. LR/T 96185  
BAKHRESA FOOD PRODUCTS LIMITED  
P. O. BOX 2517  
DAR ES SALAAM

Sir/Gentlemen/Madam,

RE: TITLE NO: 96185 LAND OFFICE NO: 465518  
PLOT NO.2 BLOCK A MWANDEGE MKURANGA

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

*Sen. Asst.* REGISTRAR OF TITLES  
*Byyasa*

Copy to: Commissioner for Lands  
Your LD File No: 159959 refers

Date of Issue:

Title Number: *96185*

Land Office Number: 465518

Land: PLOT NO.2 BLOCK 'A' MWANDEGE URBAN AREA IN  
MKURANGA DISTRICT

Term: NINETY NINE YEARS (99)

TITLE NO. 96185  
REGISTRY 11-10-2012  
AT 10:30 Am

Land Form No. 23.

*[Signature]*  
Registrar

TANZANIA LAND ACT.  
Stamp 17.900/-  
46291003  
21-2-2012  
*[Signature]*  
Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999  
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

TANZANIA LAND ACT.  
Stamp 100/-  
46291003  
of 21-2-2012  
*[Signature]*

Title No. 96185  
L.O No 465518  
LD/MK/1667

The 8<sup>th</sup> day of October, Two thousand and twelve.

THIS IS TO CERTIFY that BAKHRESA FOOD PRODUCTS LIMITED, a Limited Company having its office in Dar es Salaam of P. O. BOX 2517 DAR ES SALAAM. (hereinafter called "the Occupier") is entitled to the 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 **January, Two thousands and twelve** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution there for or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the **thirtieth** day of June, 2012, shall hereafter pay rent of shillings **Three million three hundred seventeen thousand six hundred and fifty shillings only ( Tshs 3,317,650/=)** only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
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 Mkuranga District Council (hereinafter called "the Authority")
  - (ii) At all times during the term after the 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 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 medication of any condition in the Right.

- 3. (i) 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 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;
- (ii) Occupation or use of the whole or any part of the land or building on it by any person other than the Occupier or his 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 Commissioner-
  - (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 the 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:** The land and the existing buildings erected thereon shall be maintained and the same shall be used for **General Industrial** purposes only. **Use Group "O" uses** class (a) as defined in the Town and Country Planning (Use Classes) Regulations, as amended in 1993.
- 7. The President may revoke the Right for good cause in public interest.

# MKURANGA DISTRICT

N



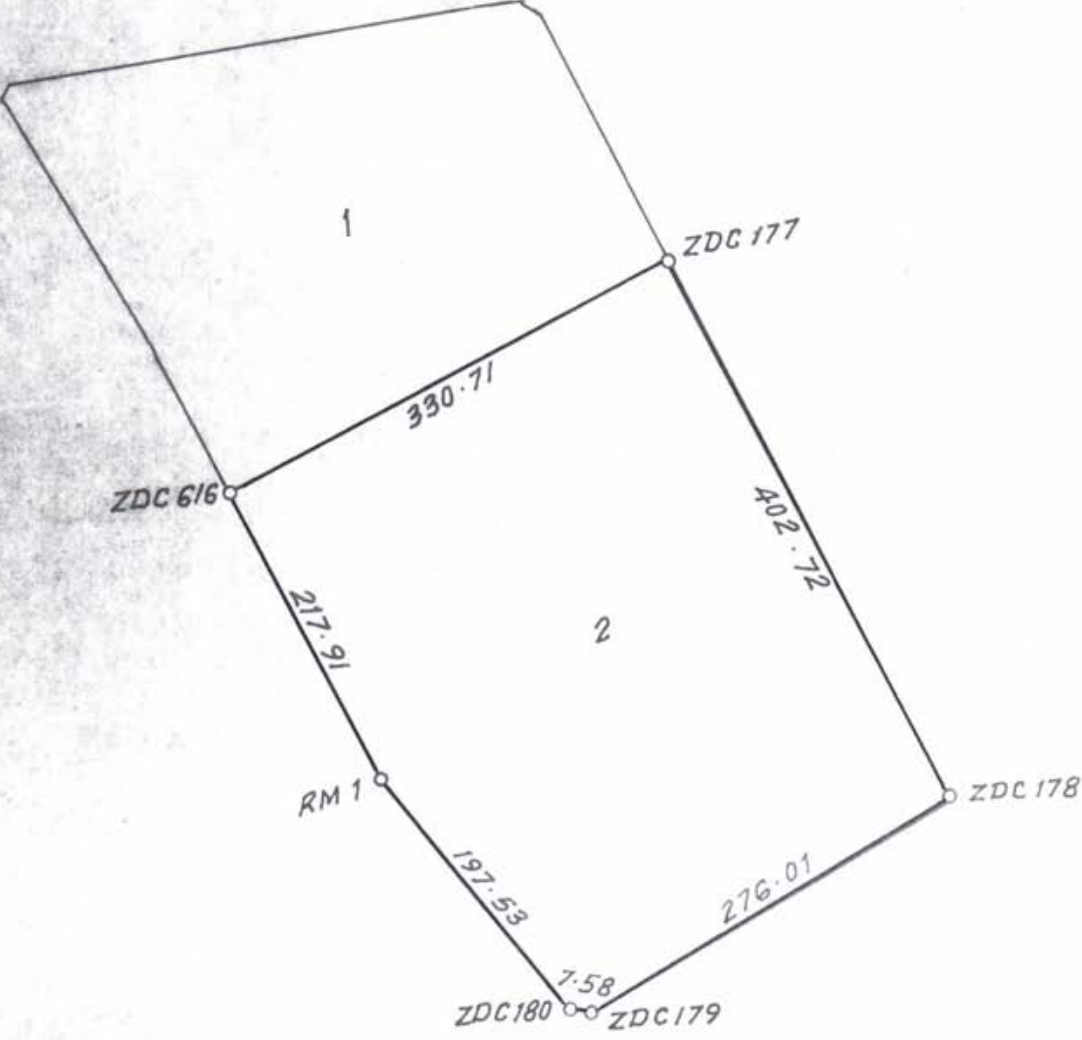
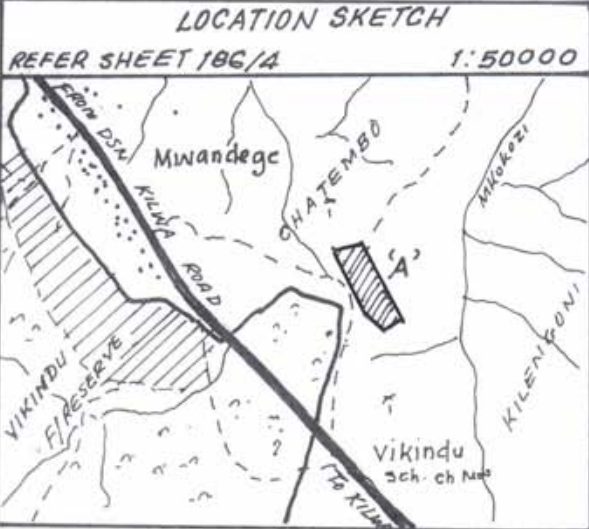
LOCATION MWANDEGE

BLOCK A

PLOT No. 2

L.O. No. 465518

AREA 13.015 HA



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

This plan, prepared in accordance with Registered plan No. 64598, is approved for purposes of the Land Registration Act, 1962, by the Director of Surveys and Mapping, Ministry of Lands, Housing and Urban Development, Nairobi, Kenya. *[Signature]* 27/9/11

SCHEDULE

ALL that Land known as Plot No. 2 Block 'A' situated at MWANDEGE in MKURANGA DISTRICT, containing thirteen decimal point zero one five (13.015) Hectares shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered <sup>64598</sup> 52806 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

Given under my hand and my official seal the day and year first above written.

*K.M.J.*  
ASSISTANT COMMISSIONER FOR LANDS

The within named BAKHRESA FOOD PRODUCTS LIMITED hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said )  
BAKHRESA FOOD PRODUCTS LIMITED )  
and DELIVERED in our presence of us )  
this .....4..... day of ...OCT...2012 )

(Witness's)

Name SAID SAHIM AWADH )  
Signature *Said Awadh* )  
Postal Address 2517 DSM )  
Qualification DIRECTOR )  
Name FATHIYA AHMED )  
Signature FATHIYA AHMED )  
Postal Address 2517 DSM )  
Qualification DIRECTOR )