

..... NO. 53210

.....RY OF LANDS,
LAND REGISTRY,
P.O. Box 190,
MOSHI.

Ref. No. LR/ms/T/13829/2

Date: 28th September 98

To: ABERCROMBIE AND KENT
LIMITED BOX 427 ARUSHA

Sir/Gentleman/Madam,

RE: THE: LAND REGISTRATION ORDINANCE (CAP.334)

TITLE NO: 13829.....L.O.NO: 165717...PLOT NO: 11/1, 11/2 & 11/3

BLOCK NO: Themí Industry Area - Arusha Municipality

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

Please endorse your signature on the enclosed form of
receipt and return the same to me in due course.

I am, Sir/Gentleman/Madam

Your Obedient Servant

T. S. Mwakilema

T. S. Mwakilema

PRINCIPAL ASSISTANT REGISTRAR OF TITLES

MOSHI

c.c. The Regional Land Officer,
P.O. Box 181
KILIMANJARO/ARUSHA/TANGA.

Date of C.010-698

Date of Issue:


Title Number: 13829 LAND REGISTRY, MOSHI

Land Office Number: 165717

Land: Plot No. 11/1, 11/2 and 11/3 Themí Industry Area Arusha
Municipality.

Term: 99 Years.

TITLE No. 13829
 REGISTERED ON Land Form 32
 28-09-98
 at 8:00 A m
Mwalilwa
 Asst. Registrar of Titles



Stamp Duty Shs. 4540/= Paid
 and Revenue Receipt No. 0540843615717
 of 9-03-1998 issued 4498
Mwalilwa
 Asst. Registrar of Titles

Stamp Duty Shs. 100/= Paid
 on Original Revenue Receipt No. 05408436 of 9-03-98
Mwalilwa
 Asst. Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

The 10th day of JUNE One thousand
 nine hundred and ninety eight

TITLE NO. 13829 LAND REGISTRY, MUSHI

THIS IS TO CERTIFY that ABERCROMBIE AND KENT LIMITED a Limited Liability Company and having its Registered Office at P.O. Box 427 ARUSHA (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 ninety nine years from the first day of January one thousand nine hundred and ninety eight 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, 1998, shall thereafter pay rent of shillings ninety thousand seven hundred and thirty (Shs. 90,730/=) 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 2008, 2018, 2028, 2038, 2048, 2058, 2068, 2078 and 2088 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 Arusha Arusha Municipal Council (hereinafter called "the Authority");
- (ii) By the thirtieth day of June 1998, 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

- 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 December, 2000;
 - (v) At all times during the term after the thirty first day of December, 2000 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");
 - (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 Occupiers 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 Occupiers obligation under the conditions of the Right and shall not imply waiver of modification 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 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 of 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 Occupiers or their 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:-

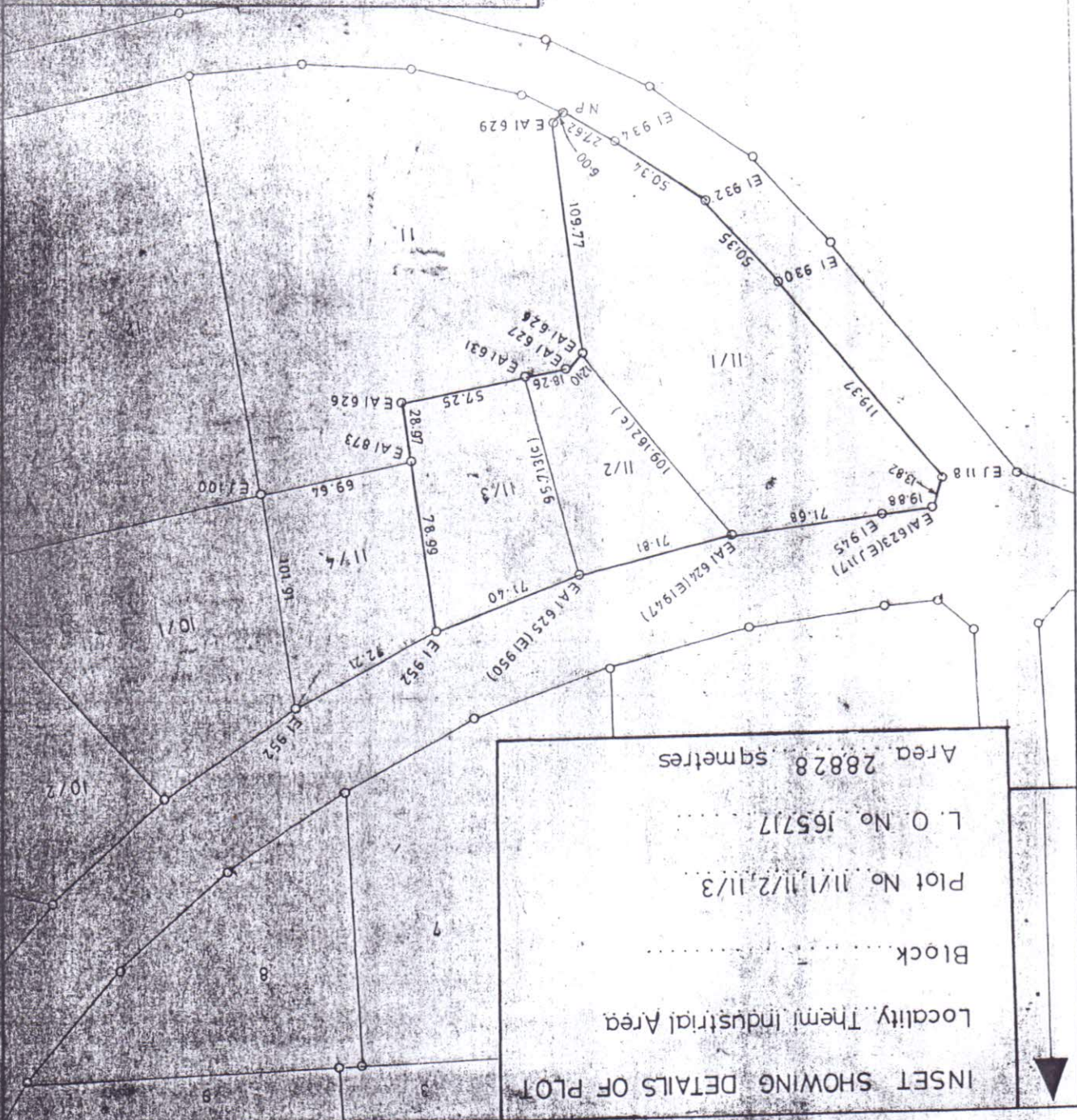
- (i) any further fees or stamp duties which may be discovered to be payable by the Occupiers in connection with the Right;
- (ii) an amount equal to any contribution in lieu of rates which may be payable by Government for the land during the term of the Right;
- (iii) such sum as the Commissioner shall 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. The Occupiers shall further:-

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

ARUSHA MUNICIPALITY

INSET SHOWING DETAILS OF PLOT
 Locality: Them Industrial Area
 Block:
 Plot No. 11/1, 11/2, 11/3
 L. O. No. 165717
 Area: 28828 sqmetres



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

This plan, prepared in accordance with Registered Plan No. 30724, is approved for the purposes of the Land Registration Ordinance, Director of Surveys and Mapping, Dar es Salaam, Date 13.3.1978, Ministry of Lands, Housing and Urban Development.

SEALED with the COMMON SEAL of
the said ABERCROMBIE AND KENT
LIMITED in the presence of us
this 13 day of MARCH
1998.

Signature:.....

Postal Address: Po Box 427

..... ARUSHA

Qualification: MUMUKU

DIRECTOR

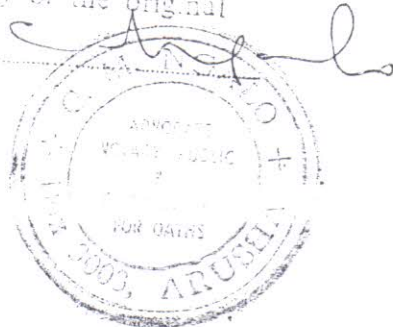
Signature:.....

Postal Address: Box 3003

..... ARUSHA

Qualification: COMPANY SECRETARY

copy of the original



I acknowledge to receive the original title deed
for Plot No 11/1, 11/2 and 11/3

Handwritten signature and date: 14/02/98