

# CERTIFICATE OF OCCUPANCY

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

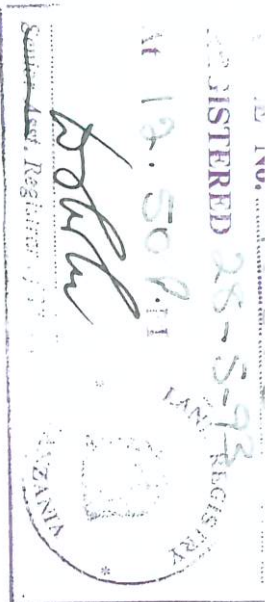
Date of Issue:

Title Number: 42336

Land Office Number: 21159.

Land: PLOT NO. 1,4 AND 7 VAZO HILL DAR ES SALAAM CITY.

Term: NINETY NINE YEARS.



Stamp Duty Shs. 100 = Paid  
 and Revenue Receipt No. K/301871 L.O. NO. 21159.  
 of 9-2-93  
 Stamp Duty Officer [Signature] L.D. NO. 58754.

**CERTIFICATE OF OCCUPANCY**

The Insert Sewer day of May 1993  
 One thousand nine hundred and ninety three

TITLE NO. 42836

TANGANYIKA STAMP DUTY ACT.  
 Stamp Duty Shs. 51,744/- + 500/-  
 Original Receipt No. K/301871  
 9-2-93 R3/185169  
 Stamp Duty Officer [Signature]

THIS IS TO CERTIFY that TANZANIA PORTLAND CEMENT COMPANY LIMITED a limited liability company incorporated in Tanzania with its registered office in Dar es Salaam of P.O. Box 1950, 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 ninety nine years from the first day of January One thousand nine hundred and ninety three according to the 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 shillings ten million three hundred twenty six thousand four hundred and sixty (Shs:10,326,460/=) 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 2003, 2013, 2023, 2043, 2053, 2063, 2073 and 2083 or within three years thereafter in each case.

2. The Occupier shall:-

- 1) 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");
- 11) 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");
- 111) 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;
- 1V) 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.

[Handwritten signature]

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.

3.1) The Occupier shall not subdivide the land or assign, sublet otherwise dispose of or deal with the whole or any part of it or of any building or 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.

11) Occupation or use of the whole or any part of the land or buildings on it by any person other than the Occupier or his 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:-

1) make and maintain on the land through out the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority.

11) 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.

111) provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the Medical Officer of Health.

6. The Occupier shall pay to the Minister on demand made by the Commissioner on his behalf:-

1) any further fees or stamp duties which may be discovered to be payable by the Occupier in connection with the Right;

11) an amount equal to any contribution on in lieu of rate which may be payable by Government for the land during the term of the Right;

111) 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.

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

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

S C H E D U L E

All that land known as Plot No. 1, 4 and 7 WAZO HILL Dar-es-Salaam City containing nine hundred and twenty two decimal point five five zero (922.550) Hectres shown for identification only edged red on the plan attached to this Certificate and defined on the registered survey plan numbered 25902 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.



COMMISSIONER FOR LANDS

The within-named TANZANIA PORTLAND CEMENT COMPANY LIMITED hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.





