

AGREEMENT FOR SALE OF LANDED PROPERTY

BETWEEN

MEHBOOB ASGARALI BHARWANI

AND

CANLAR LIMITED

IN RESPECT OF SALE OF A PROPERTY UNDER CERTIFICATE  
OF TITLE NO. 51368, PLOT NO. 322 & 323, MSASANI BEACH, KINONDONI, DAR  
ES SALAAM CITY, AREA (1.343) HACTRE,

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**PREPARED BY:**

Breakthrough Attorneys,  
66 BTA House, Plot No. 331/00,  
Msasani Road, Msasani  
P.O. Box 72838 Dar es Salaam.  
E: [info@breakthroughattorneys.com](mailto:info@breakthroughattorneys.com),



## AGREEMENT FOR SALE OF LANDED PROPERTY

This Agreement is made on the 23<sup>rd</sup> day of AUGUST 2024.

BETWEEN

Mehboob Asgarali Bharwani with the National Identity Card No. 19591011-15103-00001-20, of P.O. Box 9661, Dar es Salaam, Tanzania (hereinafter referred to as "the Vendor")

AND

Canlar Limited, a duly registered Company in Tanzania, incorporated under the Companies Act, 2002 with Company Incorporation No.167679404 with its physical address at Mikocheni Opposite Tanesco, Old Bagamoyo Road, No: 65, in Dar es Salaam Region, Tanzania (Hereinafter referred to as "the Purchaser") (which expression shall where the context so admits include its successors in title and permitted assigns) of the other part.

### PREAMBLE

- A. WHEREAS the Vendor is the owner of the registered property under Certificate Of Title No. 51368, Plot No. 322 & 323 Block-, Msasani Beach, Kinondoni, Dar es Salaam City, Tanzania and all the buildings/ structures standing therein (hereinafter called the "Property");
- B. WHEREAS, the Vendor is desirous of selling to the Purchaser and the Purchaser is desirous of buying from the Vendor the Property,
- C. AND THEREFORE in pursuance of the terms of the above the Vendor accepts to sell the Property and the Purchaser undertakes to purchase the Property on the terms and conditions hereinafter set forth and pursuant to the provisions of the Land Act No. 4, 1999 [CAP 113 R.E 2019], as amended from time to time.

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1. In this Agreement, unless the context otherwise requires:-

"Agreement" means this Sale of Property Agreement as dated above;

"Encumbrance" means any encumbrance including without limitation any claim, debenture, mortgage, pledge; charge, lien, deposit by way of security, bill of sale, option or right of pre-emption, beneficial ownership,(including usufruct and similar entitlements),any provisional or



execution attachment and any other interest held by third party;

“Government” means the Government of the United Republic of Tanzania;

“Information” means all information relating to the title over the Property, house plans, liabilities of the Vendor which have adverse impact on the sale of the Property;

“the Ministry” means the Ministry of Lands and Human Settlements in Tanzania

“Party” means any one of the signatories to this Agreement;

“Purchase Price” means the sum of United States Dollars Four Million Four Hundred and Fifty Thousand Only (USD 4,450,000).

“USD” means the currency of the United States of America.

“Escrow Account” means the Bank Account of Purchaser’s lawyer operated at Azania Bank (Hereinafter referred to as “the Escrow Agent”). For purpose of this Agreement the appointed signatories shall be Advocate Vintan Willgis Mbiro from Breakthrough Attorneys acting for the Purchaser, and Mr. Mehboob Asgarali Bharwani for the Vendor who will co-manage the account jointly.

- 1.2. References to the singular include, when the context so admits, references to the plural and vice versa and references to Clauses are references to the Clauses of this Agreement.
- 1.3. References to any statutes shall include any statute, by-law, regulation or delegated legislation modifying, re-enacting or made pursuant to the same or which is modified, re-enacted, or extended by the same or pursuant to which the same is made.
- 1.4. Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include any company, individual, corporation, joint venture, association, joint-stock company, unincorporated organization or government, or any agency or political subdivision thereof.



- 1.5. The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.
- 1.6. References to any document or agreement include references to such document or agreement as amended, novated, replaced or supplemented from time to time.
- 1.7. Reference to any person or Party include that person's or Party's successors or permitted assigns.
- 1.8. If any of the provisions in this Agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceability shall not affect any other provision hereof, and the invalid, illegal or unenforceable provision will be deemed never to have been contained herein. In the event of such invalidity, illegality or non-enforceability, the Parties shall use their best efforts to achieve the purpose of the relevant provision by amending this Agreement and providing for a new legally valid and enforceable provision.

## 2. SALE OF PROPERTY AND PURCHASE PRICE

- 2.1. Upon and subject to the terms and conditions of this Agreement, the Vendor shall sell, transfer and hand over to the Purchaser, and the Purchaser shall purchase and acquire the Property from the Vendor at a net amount of **United States Dollars Four Million Four Hundred and Fifty Thousand Only (USD 4,450,000)**. For avoidance of doubt in reference to this clause the Purchaser shall only be responsible to make payment of the agency fees and or commission payments to the agent(s) who facilitated the process for the Purchaser to identify and or obtain the Property. Precisely, the Purchaser shall effect the agency fees' payment only to the agent(s) identified by the Purchaser in relation to this transaction and not otherwise.

## 3. TERMS AND CONDITIONS OF PAYMENT OF THE PURCHASE PRICE

- 3.1. The Purchaser shall deposit a net amount of **United States Dollars Four Million Four Hundred and Fifty Thousand Only (USD 4,450,000)** into the Escrow Account which shall later be disbursed and transferred to the Vendor upon occurrence of the following events:
  - i) The granting of approval or consent for the transfer by the Commissioner for Lands at the Municipality where the Property situates. For avoidance of doubt, the Purchase Price shall be transferred from the Escrow Account to the Vendor upon the issuance of the consent for transfer by the Commissioner for Lands;
  - ii) For avoidance of doubt the Purchaser shall deposit the Purchase Price into the Escrow Account within fourteen (14) days immediately after the execution of this Agreement; Provided that the deposit of the Purchase Price by the Purchaser into the Escrow Account shall happen

  
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only when the conditions precedents herein below as stipulated in this clause in item (iii) and (iv) have been fully satisfied.

- iii) The discharge of an encumbrance/ deposit over the property by the Vendor at the Ministry of Lands. For avoidance of doubt in reference to this clause, the property is mortgaged by the Bank M (Tanzania) Limited of P.O. Box 96 in accordance with the official search report from the Ministry of Lands dated 28<sup>th</sup> May 2024.
  - iv) The grant by the Vendor of the duly signed Spouse Consent in relation to this transaction. For avoidance of doubt in reference to this clause, the Spouse Consent shall be a written consent signed by the Vendor's spouse assenting to or approving the Vendor to proceed with the sale of the landed Property to the Purchaser.
- 3.2. That, further to clause 3.1, the Purchase Price shall be made by the Purchaser into the Escrow Account and shall be held thereof until approval or consent for the transfer has been obtained from the Commissioner for Lands at the Municipality provided that, the Escrow Agent shall have mandate upon instruction of the Escrow Parties to disburse funds from the Escrow Account in order to cover for the transfer costs based on the Purchase Price and the associated costs to complete the transfer of the title to the Purchaser.
- 3.3. The Purchaser shall provide the Vendor with proof of the deposit of the purchase price into the Escrow Account within three (3) business days of making the deposit.
- 3.4. The Parties do hereby agree to execute the Escrow Agent's instructions about the designated Escrow Account's arrangements through the Escrow Agreement as per **Schedule 1** of this Agreement. For avoidance of doubt, Schedule 1 form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.
- 3.5. If the transaction does not proceed due to reasons that the Purchaser does not want to proceed with this transaction for reasons which are not beyond the purchaser's control (such as failure to register the title to its name or failure to obtain permit or approvals or qualify for a facility or any other reason), the Purchaser agrees to pay the Seller three per cent (3%) of the net Purchase Price as compensation from the Escrow Account.

#### 4. VACANT POSSESSION, TRANSFER OF TITLE AND RELATED MATTERS

4.1. The Vendor shall;

- 4.1.1 Upon full payment of the Purchase Price into the Escrow account or within such extended period agreed to in writing by the parties, make available to the Purchaser original Certificate of Title free from any Encumbrances whatsoever; and shall execute land transfer forms for purposes of transferring the Title to the Purchaser;



4.1.2 Within Seven (7) days after signing this Agreement pay all outstanding (if any) property tax, land rent, and utility bills and give the Purchaser certified copies thereof;

4.1.3 Surrender the vacant possession of the Property to the Purchaser upon the full transfer of the Purchase Price into Vendor's bank account.

## 5. COSTS OF TRANSFER OF TITLE AND RELATED MATTERS

5.1. It is agreed by the Parties that the transfer of the property to the Purchaser shall be done by the Purchaser's attorneys namely Breakthrough Attorneys who shall take custody of the Original Certificate of Title until the same is transferred into the name of the Purchaser at the costs of the Purchaser.

5.2. All government fees involved in the transfer process shall be borne by the Purchaser including valuation report fees, registration fees, application fees, notification fees, stamp duty and other incidental fees arising out of the transaction (if any). For avoidance of doubt in reference to this clause, the Parties mutually agree that the Capital Gain Tax fees shall be solely borne by the Vendor.

## 6. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

6.1. The Vendor represents and warrants to the Purchaser as of the date of signing of this Agreement that each representation and warranty as it applies to it, is true, accurate, complete and not misleading:

6.2. The Vendor represents and warrants the following to the Purchaser as of the date of signing of this Agreement:

6.2.1. That the execution of this Agreement or the performance by the Vendor of its obligations hereunder will not result in any breach of any agreement to which the Vendor is party or of any court order;

6.2.2. That it has the power to enter into this Agreement and the Authority to sell the Property;

6.2.3. That all the relevant consent and or to sell the Property have been obtained;

6.2.4. The Vendor represents and warrants that the Property is free and clear of any liens, contracts, mortgages or encumbrances, and that the Vendor has full legal title of the Property, and that no other person has any right, title, or interest in the Property which shall be superior to or infringe upon the rights granted to the authorized Purchaser hereunder.

6.2.5. That the execution of this Agreement by the Vendor shall constitute a legal, valid and binding obligation of the Vendor in accordance with its terms.



6.2.6. Purchaser hereby covenants and agree that it will pay and assume liability for, and indemnify, protect, defend, save and keep harmless the Vendor from and against, any and all liabilities and or claims, actions, suits of whatsoever kind and nature which may at any time be imposed upon, incurred by or asserted against the Vendor in any way relating to, resulting from or arising out of;

- i) Any inaccuracy or breach of any representation or warranty made by Purchaser under this Agreement;
- ii) Any failure by Purchaser to have observed or performed any of its obligations under or in connection with this Agreement.

6.3. Each of the obligations, warranties and indemnities accepted, given, made, repeated or deemed repeated under this Agreement which have not been fully performed at completion shall continue in full force and effect notwithstanding completion or any other event or matter whatsoever and shall inure to and be for the benefit of the Parties and their respective successors and permitted assigns.

## 7. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

7.1. The Purchaser represents and warrants the following to the Vendor as of the date of signing of this Agreement:

7.1.1. The Purchaser has the power to enter into and perform its obligations under this Agreement.

7.1.2. The entry into and performance of this Agreement does not constitute a breach of any material contractual obligation of the Purchaser, or require any consent under any agreement or other instruments to which the Purchase is a Party or by which he is bound, or any judgment, decree or order of any statute, rule or regulation applicable to the Purchaser.

7.1.3. All information that has been made available to the Vendor or his representatives by the Purchaser or any of his representatives in connection with the transaction contemplated herein is complete and correct in all material respects, is not misleading, and does not omit any material fact.

7.1.4. The Purchaser will perform its obligations as imposed under this Agreement and comply with the applicable law. The Vendor shall not be liable for any loss that may arise as a result of failure on the part of the Purchaser to comply with such law.

7.1.5. The Purchaser has inspected the Property and is satisfied with the condition of the Property and agrees to purchase it as is.

7.1.6. Vendor hereby covenants and agree that it will pay and assume liability for, and indemnify, protect, defend, save and keep harmless the Purchaser from and against, any and all liabilities and or claims, actions, suits of whatsoever kind and nature which may at any time be imposed upon, incurred by or asserted against the Purchaser in any way relating to, resulting from or arising out of;



- iii) Any inaccuracy or breach of any representation or warranty made by Vendor under this Agreement;
- iv) Any failure by Vendor to have observed or performed any of its obligations under or in connection with this Agreement.

## 8. GOVERNING LAW AND DISPUTE RESOLUTION

- 8.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any non-contractual dispute or claim) is governed by and construed in accordance with the laws of Tanzania.
- 8.2. In the case of any dispute arising out of or in connection with this Agreement (including as to the interpretation validity, termination, or enforceability of this Agreement) between the Parties (a "Dispute"), the parties shall use reasonable efforts to resolving the Dispute on an amicable basis by consultation. Such consultation shall begin immediately after one Party has delivered to the other parties to the Dispute a written request for consultation. If such Dispute cannot be settled within fifteen (15) Business Days after a request for such consultation is made, then any Party may refer the Dispute to arbitration in accordance with the provisions herein below:
- 8.2.1. Arbitration proceedings shall be conducted in accordance with the Arbitration Rules of the Tanzania Institute of Arbitrators Rules (or such other which may be deemed to succeed these from time to time) (the "Rules") which Rules are deemed to be incorporated by reference into this Clause.
  - 8.2.2. The venue and seat of the arbitration shall be Dar es Salaam and the language used in the arbitral proceedings shall be English.
  - 8.2.3. A Dispute shall be referred to a single arbitrator who shall be appointed in accordance with the Rules. The decision of the single arbitrator shall be final and binding on the Parties.
  - 8.2.4. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator. Liability in respect of the administration costs of the arbitration, legal costs, or other costs incurred by the parties shall be determined in accordance with the Rules.
  - 8.2.5. Notwithstanding any other provisions in this Clause, any Party may seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the Arbitrator.



## 9. BREACH OF AGREEMENT

- 9.1. If any representation or warranty mentioned in these presents is incorrect or should any Party be in default in executing or failing to execute any of its obligations hereunder, any other Party shall be entitled to notify in writing the defaulting Party in writing with appropriate particulars and if such other Party is not satisfied as to any corrective action taken in respect thereof or if the inaccuracy is not corrected or the obligation executed within thirty (30) days from the date of the written notice, such other Party shall have the right to exercise any recourse available in law.
- 9.2. In case of default, all rights and remedies conferred by this Agreement are additional to and without prejudice to any other rights or remedies under the law, including any right to specific performance, to claim damages or compensation, any right to rescission and any other statutory remedies.

## 10. FURTHER ASSURANCES

- 10.1. The Vendor shall execute such other documents and do such other acts and things as the Purchaser may reasonably require in order to grant the right, title, and interest of the Purchaser in the Property.
- 10.2. The Purchaser shall execute such other documents and do such other acts required herein that the Vendor or his lawyers may require for the performance of this Agreement and completion of the transfer.

## 11. ANNOUNCEMENTS OR COMMUNICATIONS

- 11.1. No announcement or communication concerning the terms or conditions of this Agreement shall be made or authorised by any of the Parties before the completion of the transfer without the prior written consent of the other Party except to the extent any statement or disclosure may be required by law.

## 12. COMPLETE AGREEMENT AND AMENDMENTS


- 12.1. This Agreement constitutes the complete agreement between the Parties as to the matters herein dealt with and replaces all other agreements in this regard, if any. This Agreement may not be modified or amended except by a written document signed by each of the Parties.

## 13. WAIVER OF RIGHTS

- 13.1. Except as otherwise provided in this Agreement or in the case of an express written waiver, the fact that either Party does not exercise all or any part of its rights which are conferred by this Agreement shall not constitute in any event the waiver or abandonment of the rights not exercised.

## 14. SUCCESSORS AND ASSIGNS

- 14.1. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.



## 15. NOTICES

15.1. All notices, requests, consents, demands waivers or other communications under or in connection with this Agreement shall be in writing in English language and shall be sent by hand delivery or by prepaid first class registered air mail to the addresses set forth below:

15.1.1. In the case of the Purchaser to:

Breakthrough Attorneys,  
66 BTA House, Plot No. 331/00,  
Msasani Road, Msasani  
P.O. Box 72838 Dar es Salaam.  
Email: [info@breakthroughattorneys.com](mailto:info@breakthroughattorneys.com),

Tel: +255 784 763 933

Attn: Vintan Willgis Mbiro  
Email: [vmbiro@breakthroughattorneys.com](mailto:vmbiro@breakthroughattorneys.com)

15.1.2. In the case of the Vendor to:

General Counsel,  
Mr. Geoffrey Jonas Haule,  
9<sup>th</sup> Floor, IT Plaza, Dar es Salaam,  
Tanzania.  
Mobile: +255 714 058 329

Attn: Geoffrey Jonas Haule  
Email: [geoffrey.haule@reddotdistribution.com](mailto:geoffrey.haule@reddotdistribution.com)

15.2. The Parties may, at any time, by like notice to each other Party designate any other address and/or telefax number to which notices and other communications should be transmitted.

15.3. Any such notices, requests, consents, demands, waivers or communications shall be deemed to have been properly given or delivered as aforesaid to the Party to which it was addressed only when it has been received by such Party, provided that in the case of telefax or cable, it shall be deemed to have been received on the third (3<sup>rd</sup>) business day following the date of dispatch, and in the case of registered mail, on the seventh (7<sup>th</sup>) day following posting, and to prove such posting it shall be sufficient to prove that the envelope was properly addressed, stamped and mailed at a post office.

## 16. IMPLEMENTATION OF THE AGREEMENT

16.1. Each of the Parties undertake to take all steps necessary for its implementation and to sign or to have signed from time to time all other documents, contracts or writings and to do, or to see that there is done, all that which is considered necessary in order



to fulfil the object of this Agreement and in order to give full effect to all of its provisions.

17. COUNTERPARTS

17.1. This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first herein above written.

SIGNED and DELIVERED by the said MEHBOOB ASGARALI BHARWANI who is identified to me by.....the latter being known to me personally this 23<sup>rd</sup> day of AUGUST 2024. } \_\_\_\_\_  
VENDOR



Before me;

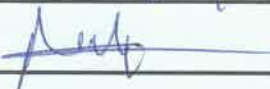
Name: Geoffrey Jonas Haule  
Signature: [Signature]  
Designation: ADVOCATE  
Date: 23<sup>rd</sup> AUGUST, 2024

SEALED with the Common Seal of CANLAR LIMITED and DELIVERED this 23<sup>rd</sup> day of AUGUST, 2024. } \_\_\_\_\_  
PURCHASER (SEAL)



in the presence of;  
Name: Yasar Kemal Kurt  
Signature: [Signature]  
Designation: DIRECTOR  
Date: 23<sup>rd</sup> AUGUST 2024

[Signature]

Name: Murat Bayraktar  
Signature:   
Designation: DIRECTOR/COMPANY SECRETARY  
Date: 23<sup>rd</sup> AUGUST 2024





TITLE No. 51368  
REGISTERED 9-2-2001

Land Form 32  
At 1.00 PM  
*[Signature]*  
Asst. Registrar of Titles



TANGANYIKA STAMP DUTY ACT,  
Stamp Duty Shs. 100/- Paid  
and Revenue Receipt No. 10799325  
4-10-2000 No. 195336  
*[Signature]*  
Stamp Duty Officer 76888  
L.D. No.

THE UNITED REPUBLIC OF TANZANIA

TANGANYIKA STAMP DUTY ACT,  
Stamp Duty Shs. 16,590/- Paid  
original Receipt No. 10799325  
4-10-2000  
*[Signature]*  
Stamp Duty Officer

### CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

The Fourth day of April  
nine hundred and Two thousand and one.  
TITLE No. 51368

THIS IS TO CERTIFY that MEHBOOB ASGARALI BHARWANI OF P.O. BOX 9661,  
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") as joint tenants/as tenants in common in equal shares for a term of ninety nine years from the First day of

July One thousand nine hundred and Two thousand 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, 19 2000, shall thereafter pay rent of Shillings Three hundred thirty five thousand and five hundred (Shs. 335,500/=) 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 2010, 2020, 2030, 2040, 2050, 2060, 2070, 2080 and 2090 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 Kinondoni Municipal Council (hereinafter called "the Authority");
  - (ii) By the thirty first day of December, 2000, 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 them as will satisfy the Authority and as are in 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 June 2003;
  - (v) At all times during the term after the thirtieth day of June, 2003, 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 Occupier's 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's 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 it or 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 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 Occupier or his 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 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 to make or improve roads.

6. USER: Only one main building together with the usual and necessary out-buildings shall be built on the land and the same shall be used for Residential purposes only. Use Group "A" Use Classes (a) and (c) 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 and in public interest.

(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 Occupier's 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's obligation under the conditions of the Right and shall not imply waiver of modification of any condition in the Right.

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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 if 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 Occupier or his 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 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;

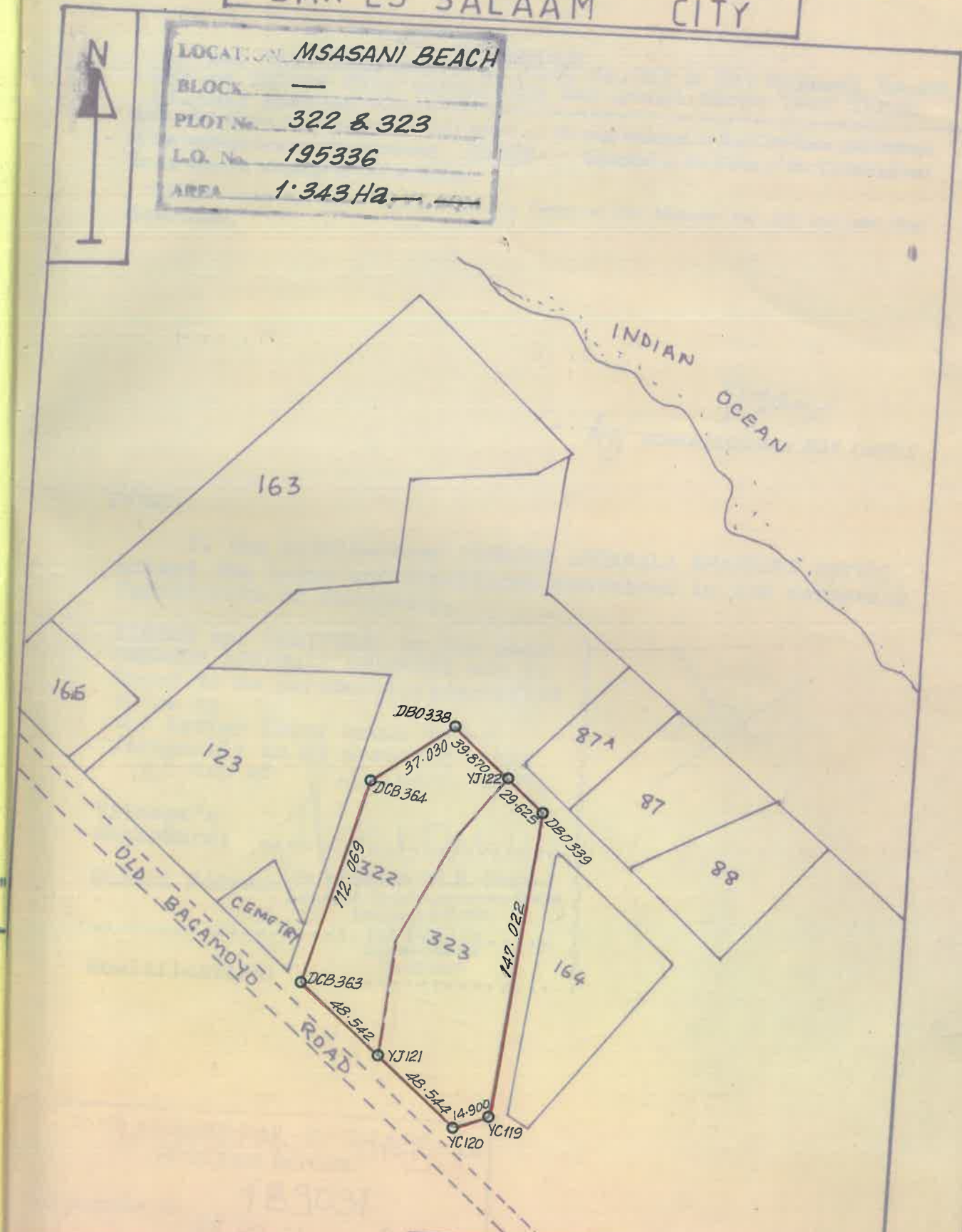
(iii) such sum as the Commissioner shall assess as a proper share payable for the land of the cost of making up the road or improvement of same upon which the land fronts, abuts or adjoins, whether such demand is made before during or after such making or improvement thereof. This condition does not oblige the Government to make or improve roads.

6. USER: Only one main building together with the usual and necessary out-buildings shall be built on the land and the same shall be used for Residential purposes only. Use Group "A" Use Classes (a) and (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

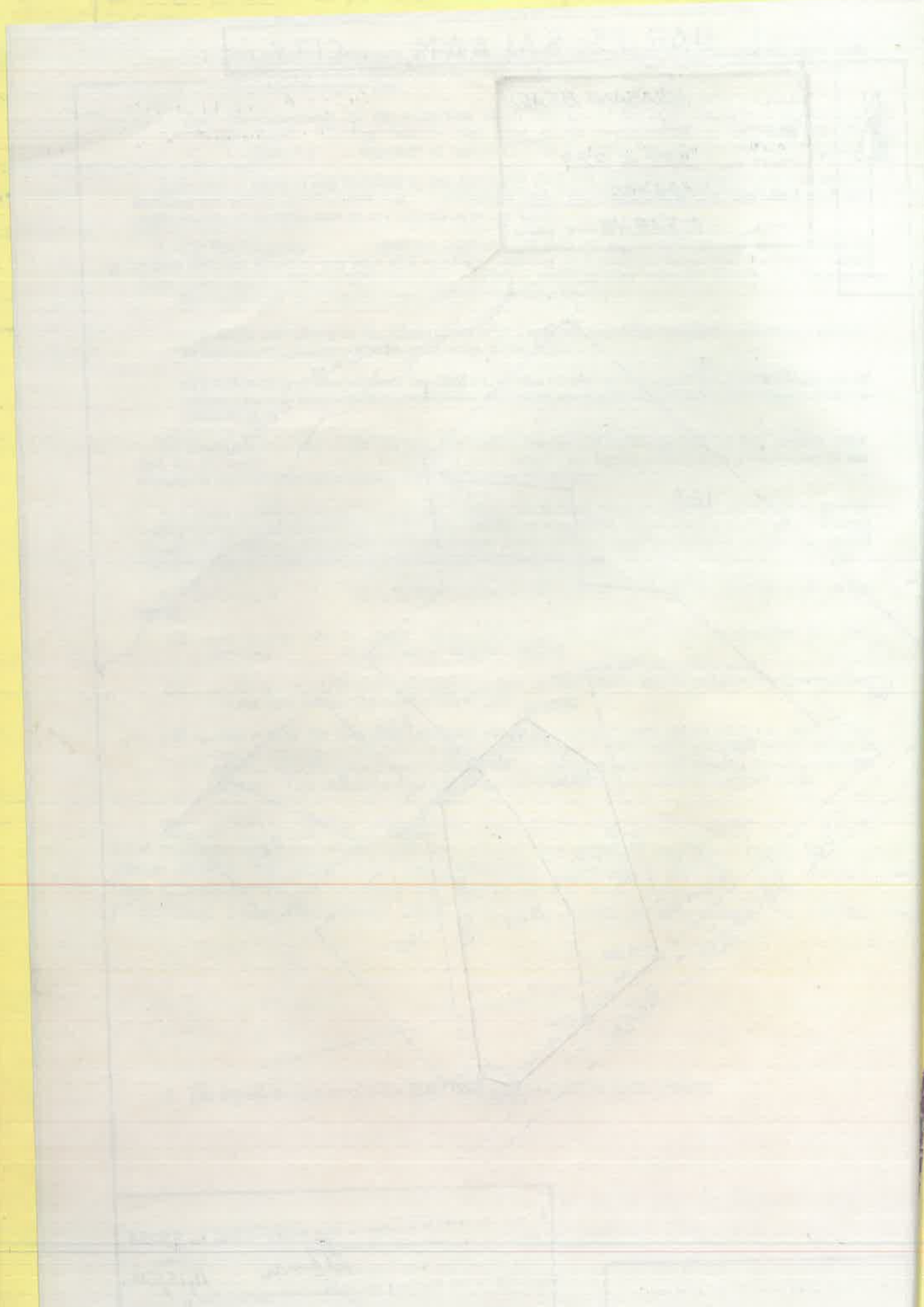
7. The President may revoke the Right for good cause and in public interest.

# DAR ES SALAAM CITY

LOCATION: **MSASANI BEACH**  
BLOCK: —  
PLOT No: **322 & 323**  
L.O. No: **195336**  
AREA: **1.343 Ha**



As this plan is prepared in accordance with Regulation 33058  
of the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.  
The issue of this plan implies no guarantee  
of title by the Government.  
*Signature*  
11/12/2000



**SCHEDULE**  
 ALL that land known as Plot No. 322 & 323 Msasani Beach  
 Dar es Salaam City containing One point three four three  
 (1.343) Hectres -----  
 shown for identification only edged on the plan attached to this Certificate and defined  
 on the registered survey plan numbered 33058 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.

*[Signature]*  
 Ag COMMISSIONER FOR LANDS

C P 8m

I, the within-named MEHBOOB ASGARALI BHARWANI hereby  
 accept the terms and conditions contained in the foregoing  
 Certificate of Occupancy.

SIGNED and DELIVERED by the said  
 MEHBOOB ASGARALI BHARWANI who is  
 known to me personally/identified  
 to me by  
 the latter being known to me  
 personally in my presence this  
 10<sup>th</sup> day of JANUARY 2001.

*[Signature]*

Witness's  
 Signature: *[Signature]*  
 Postal Address: D. KESARIA L.L.B. (Hons.)  
 Advocate, Commissioner for Oaths  
 and Notary Public  
 P.O. BOX 729  
 Dar-es-Salaam  
 TANZANIA  
 Qualification: .....

LAND REGISTRY DAR - ES - SALAAM  
 NOTICE OF DEPOSIT *THROUGH LRU*  
 Filed Document No. 139097  
 Date of Registration 18.10.11 time 11:32 m  
 TO BANK M (TANZANIA) LIMITED  
 P.O. BOX 96, DAR-ES-SALAAM

MORTGAGE

Filed Document No. 140364

Date of Registration 5-12-2011 time 12:01 pm

To BANK M (TANZANIA)

LIMITED of P.O. Box 96 D'salaam  
(to secure unspecified amount)

Senior Ass. Registrar of Titles

*DISCONTINUED*  
*140364*  
*5-12-2011*  
*12:01 PM*  
*Senior Ass. Registrar of Titles*



D Number: DSMF002  
Date/Time: Oct/29/202  
Transaction No: DSMC  
Assistant Registrar of

*Signature*



I, the within-named SIGNOR MICHAEL MURRAY ...  
accept the terms and conditions contained in the following  
certificate of occupancy.

IDENTIFY AND IDENTIFY BY THE NAME  
THROUGH MICHAEL MURRAY who is  
known to me personally/identified  
to me by  
The latter being known to me  
personally in my presence this  
10 day of ... 2002.  
Witness's  
Signature  
Postal Address  
Qualification