

TANZANIA

THE LAND ACT 1999

(NO.4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)



Date of Issue:

Title Number: 100690


Land Office Number: 274291.

Land: PLOT NO. 38 VIJIBWENI INDUSTRIAL AREA DAR ES SALAAM CITY.

Term: NINETY NINE YEARS.

TITLE NO. 100690
 Land Form 32B
 REGISTERED 12-12-06
 AT 11.00 AM

[Signature]
 Senior Asst. Registrar of Titles



L.O. NO. 271291
 TANGANYIKA STAMP DUTY ACT
 Stamp Duty No. 361 =
 and Revenue Receipt No. 037232
21-6-93
[Signature]
 Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT
 Stamp Duty No. 721 =
 of original Receipt No. 037232
 of 21-6-93
[Signature]
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA
 CERTIFICATE OF OCCUPANCY
 (Section 9 of the Land Ordinance)

The 12th day of December, two thousand and six.
 Title No. 100690

THIS IS TO CERTIFY that **B.F. TECHNICAL SERVICES AND GENERAL SUPPLIES LIMITED** a limited liability company incorporated in Tanzania and having its registered office at Dar es Salaam Act No. 212 of P.O. Box 22768 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 **ninety nine** years from the First day of **April, One thousand nine hundred and ninety three** 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 therefore or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 1999, shall thereafter pay rent of Shillings **twenty two thousand (Shs.22,000/=)** 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, 2033, 2043, 2053, 2063, 2073 and 3083** or within three years thereafter in each case.

2. The Occupier shall:-

- (i) Erect on the land buildings (hereinafter called "the buildings") in permanent building materials designed for the use in accordance with the conditions of the Right and which conform to the building line (if any) decide by the **Temeke Municipal Council** (hereinafter called "the Authority");
- (ii) By the **thirtieth** day of **September, 1993**, 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 **thirty first** day of **March, 1996**;

- (v) At all times during the term after the **thirtieth day of March, 1996**, 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 Director 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 the Occupier the consent of the Commissioner shall not be necessary:-

to a single subletting 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 buildings on it by any person other than the Occupier or its 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 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 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 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.

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) 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.

7. USER: The land and buildings to be erected thereon shall be used for **INDUSTRIES** purposes. Use Group 'N' use class (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993

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

SCHEDULE

ALL that Land known as **Plot No. 38 Vijibweni Industrial in Dar es Salaam City** containing **eleven thousand six hundred sixteen (11616) square metres** shown for identification only edged red on the plan attached to this Certificate and defined on the registered survey plan numbered **41994** deposited at the office of the Director for Surveys and Mapping at Dar es Salaam.

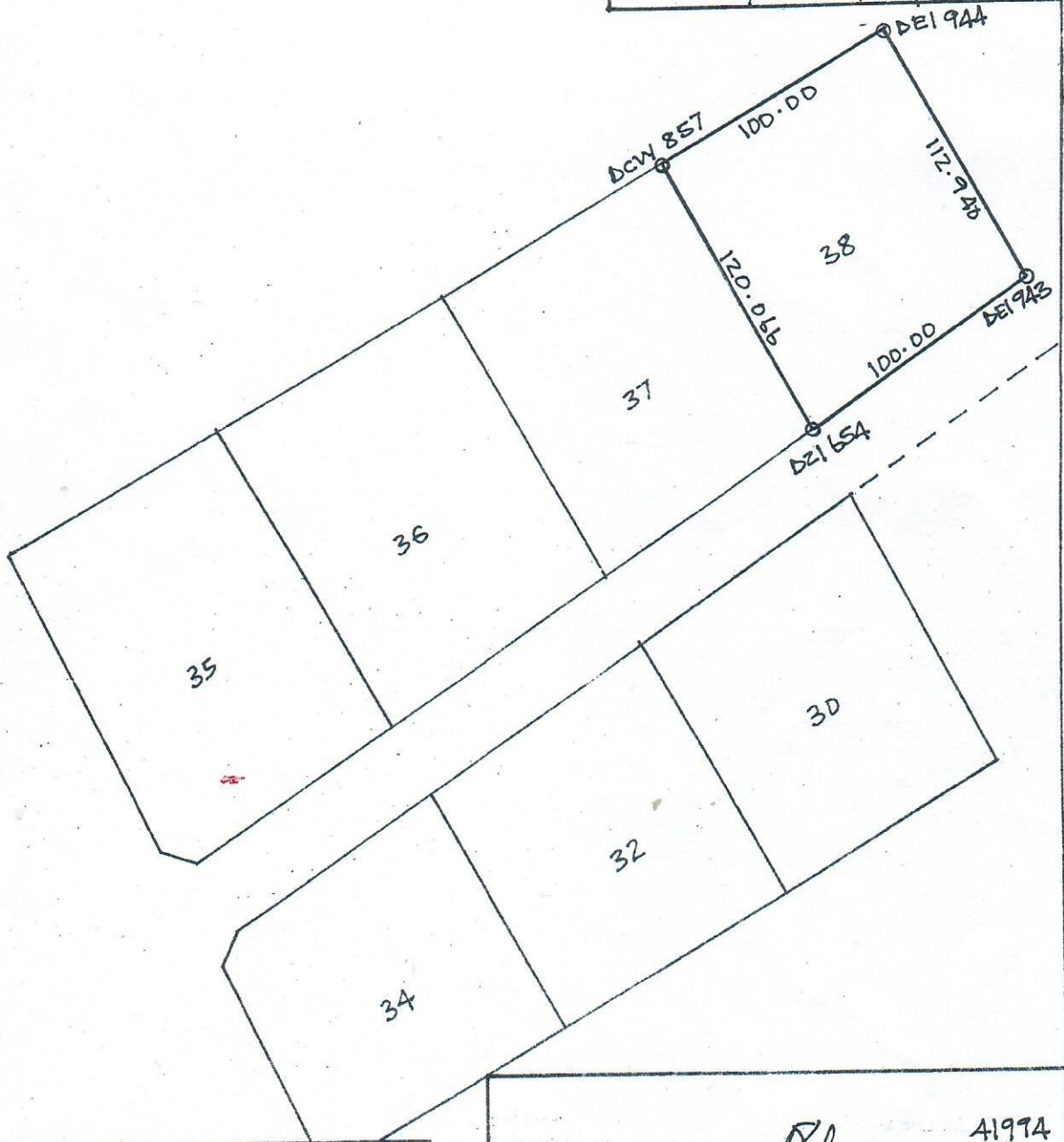
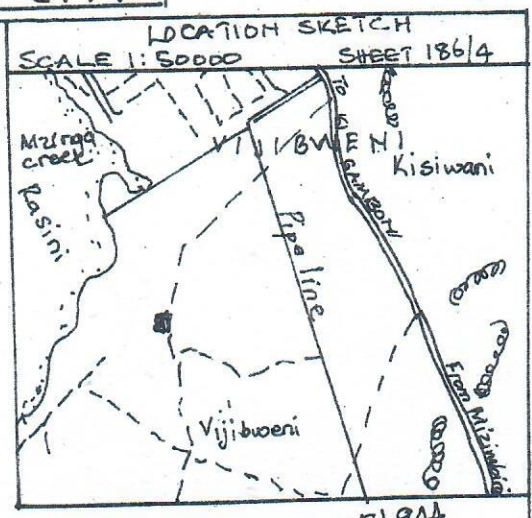
GIVEN under my hand and seal and by Order of the Minister the day and year first above written.


COMMISSIONER FOR LANDS

DAR ES SALAAM CITY



LOCATION: NUIBWEHI INDUSTRIAL
 BLOCK: 38
 PLOT No: 271291
 AREA: 11616 — SGM



This plan is submitted for the purpose of...
 for admission of title by the Government.

Refinga 41974
 6/12/2006

The within-named **B.F. TECHNICAL SERVICES AND GENERAL SUPPLIES LIMITED** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL by the said)
B.F. TECHNICAL SERVICES AND GENERAL)
SUPPLIES LIMITED and DELIVERED in the)
this 7th day of December 2006.)

Signature: [Signature])

Postal Address: 22768, D. Salaam)

.....)

Qualification: DIRECTOR)

Signature: [Signature])

Postal Address: 75175 D. SALAAM)

.....)

Qualification: DIRECTOR)

LAND REGISTRY ES-SALAAM
TRAN ER
Filed Document no. 114695
Date of Registration 26.07.07 time 11:00 am
to WORLD OIL LIMITED of PO BOX
75175, DAR ES SALAAM
Cons 50,000,000/- Tshs.
[Signature]
Stamp and Registration Fee

EXCHEQUER RECEIPT

NIMEPOKEA KWA
Received from

WORLD OIL LTD

KIASI Amount

5000/-

JUMLA YA SHILINGI (Kwa maneno)
The Sum of Shillings (Words)

award only

KWA MALIPO YA
In Respect of

Approval

KWA FEDHA TASLIM/HUNDI NAMBA
By Cash/Cheque No.

CASHIER No

NA SENTI
And Cents

on plot 38

VIJIBWENI IND. AREA

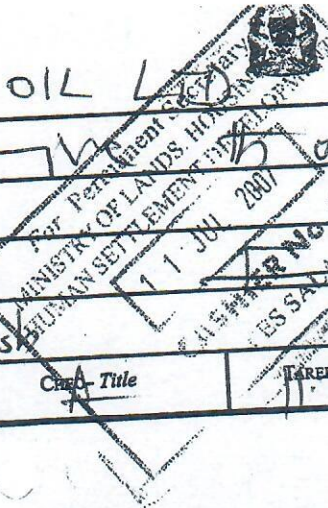
SAHIHI YA MPOKEAJI—Receiving Officer's
Signature

CHEO—Title

TAREHE—Date

DSM CITY

Govt. Press, Dsm.



AMHURI YA MUUNGANO WA TANZANIA
THE UNITED REPUBLIC OF TANZANIA
STAKABADHI YA SERIKALI
EXCHEQUER RECEIPT

27457896

1

TFN. 614 (Rev. 8.94)
PIN 2001-2803m

NIMEPOKEA KWA
Received from

Br. F. Tetehe

KIASI Amount

827 200/100

JUMLA YA SHILINGI (Kwa maneno)
The Sum of Shillings (Words)

Eight hundred twenty seven
The sum of two hundred seven
Shs. 2005/07

KWA MALIPO YA
In respect of

KWA FEDHA TASLIM/HUNDI NAMBA
By Cash/Cheque No.

SAHIHI YA MPOKEAJI—Receiving Officer's
Signature

CHEO—Title

TAREHE—Date

KITUO—Station

Plot no 38 Ch. Ind
Njibweni

Govt. Press, Dsm.

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

28507188

1

TFN. 614 (Rev. 8.94)
2001-090221

NIMEPOKEA KWA
Received from

WORLD OIL

KIASI Amount

64675/-

JUMLA YA SHILINGI (Kwa maneno)
The Sum of Shillings (Words)

Sixty four
five only
six hundred and seventy

KWA MALIPO YA
In respect of

V/Approval

KWA FEDHA TASLIM/HUNDI NAMBA
By Cash/Cheque No.

SAHIHI YA MPOKEAJI—Receiving Officer's
Signature

CHEO—Title

TAREHE—Date

KITUO—Station

plot 38
VIJIBWENI AREA
DSM CITY

Govt. Press, Dsm.

