

TANGANYIKA

## CERTIFICATE OF OCCUPANCY

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

Date of issue:

Title Number: 056050/13

Land Office Number: 20664.

Land: Plot No.8, in the Special Industrial Area, Moshi Township.

Term: Ninety-nine years.

TANGANYIKA  
Stamp Duty Shillings 2/- paid and  
Revenue Receipt No. 080067 of 19.1.62  
Issued  
Rhomalves  
Asst. Registrar-General

L.O. No. 20664.

M.P. No. 57140.

FILED DOCUMENT No. 056050/6<sup>3</sup>  
REGISTERED 20.6.62  
at 2.15 P.M.  
Rhomalves  
Asst. Registrar-General



TANGANYIKA  
Stamp Duty Shs. 284/-  
PAID ON ORIGINAL  
Receipt No. 080067 of 19.1.62  
Rhomalves  
Asst. Registrar-General

The Fifteenth day of June

One thousand nine hundred and sixty-two.

Title No. 056050/6<sup>3</sup>

THIS IS TO CERTIFY that AGIP LIMITED a Limited Liability Company incorporated in Kenya Colony which has established a place of business in Tanganyika and has complied with Section 321 of the Companies Ordinance, Cap. 212 (hereinafter called "the Occupier") having paid to the Governor-General the sum of Twelve thousand three hundred and nineteen Shillings by way of premium is entitled to a Right of Occupancy in and over the land described in the Schedule hereto (hereinafter called "the said land") for a term of Ninety-nine years from the Twentieth day of November One thousand nine hundred and sixty-one 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 terms and conditions :-

1. The Occupier having on acceptance of the said Right of Occupancy paid rent of Six hundred and seventy-six Shillings and eighty cents (Shs. 676/80) for the period from the commencement of the said term to the thirtieth day of June 1962, shall thereafter pay rent yearly in advance calculated at the rate of One thousand one hundred and twenty-eight Shillings (Shs. 1,128/-) per annum on the first day of July in every year during the said term without any deduction PROVIDED that the said rent shall be subject to revision by the Governor-General on the first day of July in each of the years 1982, 2002, 2022 and 2042 or within five years thereafter in each case.

2. The Occupier hereby covenants :-

(1) to erect buildings (which expression shall be deemed to include bulk oil storage tanks and installations) on the said land of a value of not less than Eighty thousand Shillings (Shs. 80,000/-) and designed for use in connection with the said business.

- (ii) within a period of six months from the date of commencement of the said Right of Occupancy to submit to the Town Council, Moshi and the Chief Engineer, East African Railways and Harbours, Nairobi (hereinafter referred to as "the said Authorities") such plans of the proposed buildings (including block plans showing the position of the buildings bulk oil storage tanks and installations), drawings, elevations and specifications thereof as will satisfy the said Authorities and as will ensure compliance with the building covenant contained in sub-paragraph (i) above. Such plans and specifications shall be submitted in triplicate;
- (iii) to commence building operations on the said land within a period of three months from the date of notification by the said Authorities of approval of the plans and specifications, such buildings bulk oil storage tanks and installations to be sited to the satisfaction of the said Authorities;
- (iv) to complete the buildings according to the said plans and specifications so that the said buildings bulk oil storage tanks and installations are ready for use and occupation within a period of twenty-four months from the date of commencement of the said Right of Occupancy;
- (v) at all times after the expiration of the period mentioned in the last preceding sub-paragraph to have on the said land approved buildings bulk oil storage tanks and installations of the type and specifications hereinbefore referred to and to maintain the same in good order and repair to the satisfaction of the said Authorities;
- (vi) not to erect or commence to erect on the said land any building bulk oil storage tanks and installations of any kind whatsoever except in accordance with building plans and specifications which shall have been first approved by the said Authorities as hereinbefore provided.

Approval of plans of any building bulk oil storage tanks and installations by the said Authorities shall not imply that the erection of such a building will satisfy the Occupier's obligation under sub-paragraph (i) of this covenant and shall not imply waiver or modification by the Governor-General of any condition in the said Right of Occupancy relating to user of the said land.

3. The Occupier shall at no time during the term hereby granted subdivide the said land or assign, sublet or otherwise dispose of or deal with the whole or any portion thereof or of any buildings thereon without the previous written consent of the Land Officer.

4. Occupation or use of the whole or any portion of the said land or buildings thereon by any person other than the Occupier and his employees and contractors as such shall be deemed to be a dealing with the said land or buildings for the purposes of condition 3 above.

5. The Land Officer shall have an absolute discretion in the giving or withholding of consent under condition 3 above. In particular any dealing (other than a mortgage or charge) entered into before compliance with the covenants contained in conditions 2(i) to 2(iv) hereof will not normally receive consent except in special circumstances of which the Land Officer shall be the sole judge.

6. The Occupier hereby covenants to pay to the Governor-General on demand made by the Land Officer on his behalf :-

- (i) any further fees or stamp duties which may be found to be payable by the Occupier in connection with the said Right of Occupancy;
- (ii) an amount equal to any contribution in lieu of rates which may be paid by the Government in respect of the said land during the term of the said Right of Occupancy;
- (iii) such sum as the Land Officer shall assess as a proper share payable in respect of the said land of the cost of making up the road upon which the said land fronts to an improved standard, whether such demand is made before, during or after such improvement of the road provided that no such demand shall be made in respect of the improvement of streets for which a scheme has been approved under the Private Street Works Ordinance and provided further that such payment shall not exempt the Occupier from liability to contribute to the cost for any works under the provisions of the Private Street Works Ordinance in the future. This covenant implies no obligation on the part of the Government to effect road improvements.

7. The said land and the buildings and installations to be erected thereon shall be used solely for bulk storage of petroleum and petroleum products.

8. The Occupier shall enter into a private agreement with the East African Railways and Harbours Administration as

to the provision and use of railway sidings to serve the said land. If the Government shall in future take over the responsibility for installation and maintenance of sidings, the Occupier shall pay whatever sums shall be demanded by the Land Officer as a proper share payable in respect of the said land of the amounts payable by the Government to the East African Railways and Harbours Administration, provided that no further installation charges shall be payable by the Occupier if the Occupier himself shall have paid the full installation charge to the East African Railways and Harbours Administration. Any charges payable annually to the Government under this condition for the use of or as rent for sidings, shall be added to the annual rent and the Occupier shall on demand execute a deed to increase the annual rent accordingly.

9. The said Right of Occupancy is subject to a wayleave giving the East African Posts and Telecommunications Administration (hereinafter called "the Administration") permission to keep and maintain the existing telephone cables running through the northern portion of the said land. The Occupier shall permit the Administration, its employees and contractors to enter upon the said land for the purpose of inspection, maintenance, repair and replacement of the said cables and shall not do or suffer to be done anything which may damage or endanger the same.

10. The Occupier further covenants :-

- (a) to observe and comply with the regulations relating to petroleum or petroleum products which are now in force or which shall hereafter be in force;
- (b) to make adequate arrangements for water supply, drainage and disposal of trade refuse and effluent;
- (c) to erect and maintain along the boundaries of the said land a suitable fence or wall to the satisfaction of the Town Council, Moshi;
- (d) to comply with all regulations of the East African Railways and Harbours Administration in respect of the use of the rail sidings to be constructed to serve the said land.

11. If at any time after the period allowed under condition 2 above for the erection of buildings storage tanks and installations the Occupier shall not hold a licence for the storage of petroleum or petroleum products on the said land granted under the Petroleum Rules this shall be deemed good cause for revocation of the said Right of Occupancy under Section 10 of the Land Ordinance (Cap.113 of the Laws).

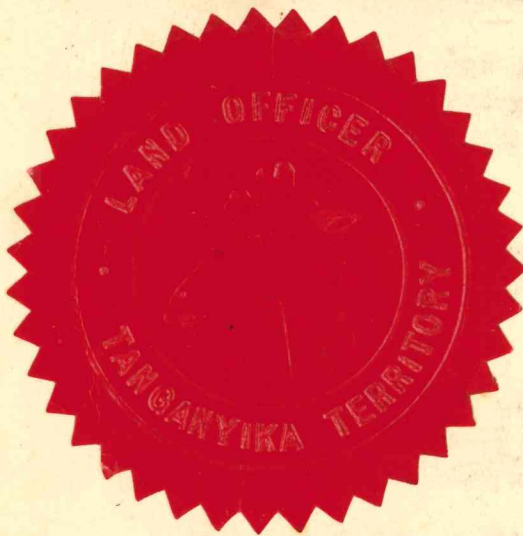
12. The Governor-General may revoke the said Right of Occupancy for failure by the Occupier to perform the covenants or to comply with the conditions expressly or impliedly contained in the said Right of Occupancy.

In this Certificate of Occupancy the expression "the Governor-General" shall include any Minister or other officer to whom the Governor-General's powers and functions of granting rights of occupancy and of issuing certificates of occupancy may be transferred.

THE SCHEDULE HEREINBEFORE REFERRED TO:

ALL THAT piece or parcel of land situate in the Special Industrial Area of Moshi Township, being Bulk Oil Storage Plot No.8, containing Seventy thousand one hundred and ten (70,110) square feet as delineated on plan prepared in accordance with Registered Survey No.11957 deposited with the Survey Division, Ministry of Lands, Forests and Wildlife, Dar es Salaam, and edged white for the purpose of identification only on the plan hereunto annexed.

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



*E. Akubhed*

LAND OFFICER

The within-named AGIP LIMITED hereby accepts the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of )  
the said AGIP LIMITED and )  
delivered in the presence of us )

(Postal Address) *P.O. Box 20320*  
*Nairobi*

(Qualification) *MANAGING DIRECTOR*

(Signature) *[Handwritten Signature]*

(Postal Address) *P.O. Box 30158*  
*Nairobi*

(Qualification) *COMPANY SECRETARY*

and of me, to whom the signatories  
are known personally this *First*  
day of *June* 1962.

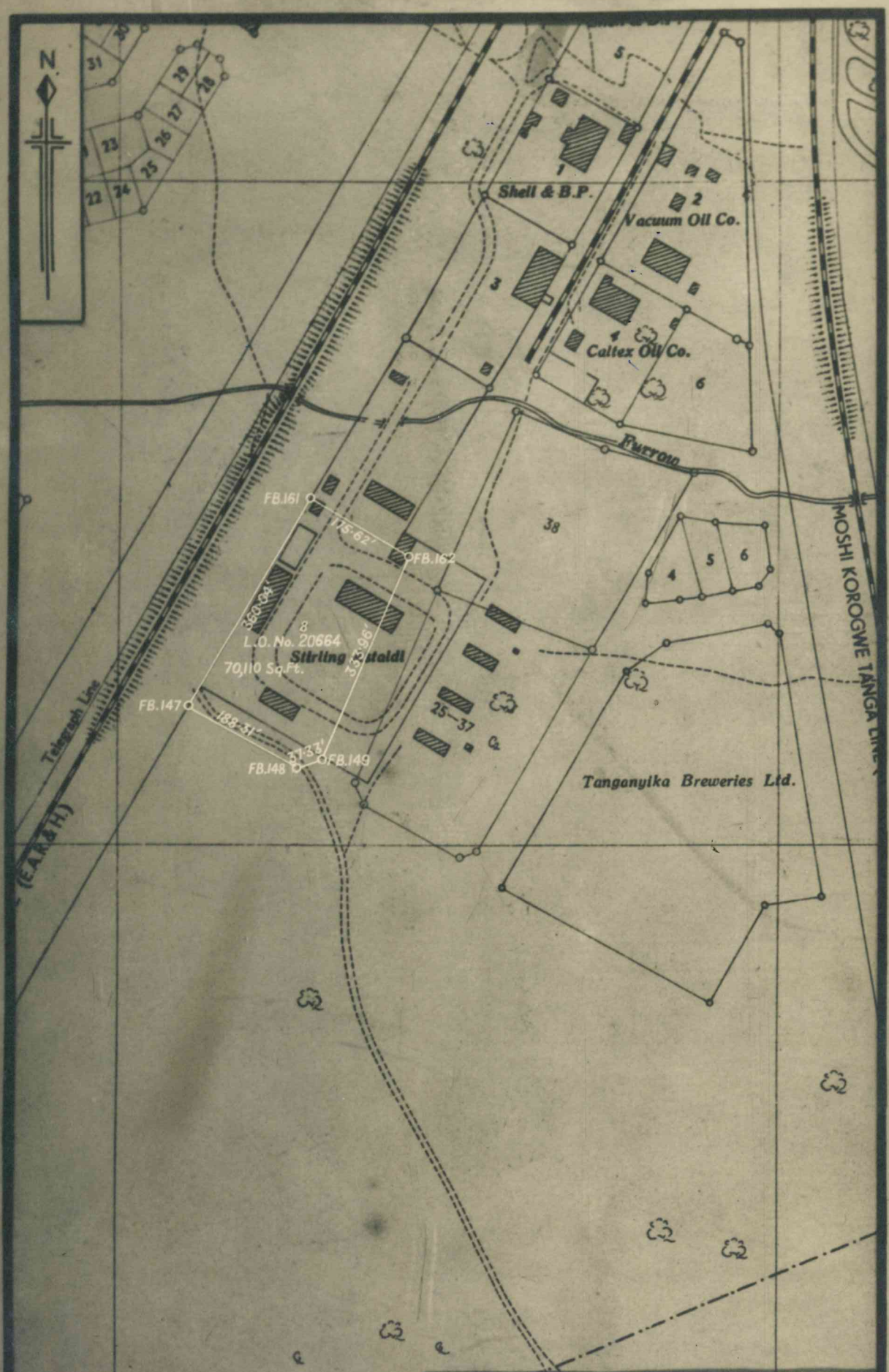
(Witness' Signature) *[Handwritten Signature]*

(Postal Address) *Box 111, Nairobi*  
*Kenya*

(Qualification) *ADVOCATE*



# MOSHI TOWNSHIP



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

This plan, prepared in accordance with Registered Survey No. 1057 is approved for the purposes of the Land Registration Ordinance.  
 Chief Surveyor... *H. J. ...* ... Date... *22.11.51*  
 Survey Division, Ministry of Lands, Forests & Wildlife.