

T.P.F

TANZANIA

CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

of Issue:

Number: 14153 LAND REGISTRY, MOSHI

Office Number: 171984

FARM NO. 45/4/1 NGONGONGARE VILLAGE ARUMERU DISTRICT

33 YEARS



Handwritten signature or initials.

04-06-2025

153

RECEIVED ON
5-1-1999
11:30 a.m.

Asst. Registrar of Titles



Stamp Duty Shs. 200/- Paid
and Revenue Receipt No. 06349410
of 30-11-98 No. 171984
Asst. Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA
The Land Ordinance (Section 9)
Original Revenue Receipt No. 06349410 of 30-11-98

CERTIFICATE OF OCCUPANCY

Asst. Registrar of Titles

No. 31st day of December one thousand nine hundred and ninety eight.

TITLE NO. 14153 LAND REGISTRY, MOSHI

THIS IS TO CERTIFY that TANZANIA BOUTERY FARMS LIMITED of P.O. BOX 2345 Moshi, hereinafter called "the Occupiers") are entitled to a Right of occupancy (hereinafter called "the Right") is and over the land described in the schedule hereto (hereinafter called "the land") for a term of thirty three years from the first day of October 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 occupiers having paid rent up to the thirteenth day of June 1998 shall thereafter pay rent shillings fifty eight thousand five hundred and ninety two (58592/=) 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 2005, 2015 and 2025 or within three years thereafter in each case.
2. The land shall be used only for poultry purposes.
3. The Occupiers shall:-
 - a) demarcate the boundaries of the land to the satisfaction of Arusha District Council (hereinafter called "the Authority") and thereafter so maintain such demarcation that the boundaries are always easily identifiable;
 - b) do everything necessary to protect the soil and preserve soil fertility and prevent soil erosion on the land cultivate the land so as not to cause soil erosion outside its boundaries and do all things which may be required by the commissioner of agriculture to achieve such objects;
 - c) 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 expense as used by the Director for surveys and mapping.



04-06-02

The completion of the work under the terms of the contract shall be the responsibility of the contractor and the contractor shall be liable for any delay or non-compliance with the conditions of the contract. The contractor shall be responsible for the payment of the contract price and shall be liable for the completion of the work under the terms of the contract.

The contractor shall be liable for the completion of the work under the terms of the contract.

The contractor shall be liable for the completion of the work under the terms of the contract. The contractor shall be liable for the completion of the work under the terms of the contract. The contractor shall be liable for the completion of the work under the terms of the contract.

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CONDITIONS

1. The contractor shall be liable for the completion of the work under the terms of the contract. The contractor shall be liable for the completion of the work under the terms of the contract. The contractor shall be liable for the completion of the work under the terms of the contract.



AA
04-06-2025

Antony Ruy
Commissioner for Oaths

The contractor shall be liable for the completion of the work under the terms of the contract. The contractor shall be liable for the completion of the work under the terms of the contract. The contractor shall be liable for the completion of the work under the terms of the contract.

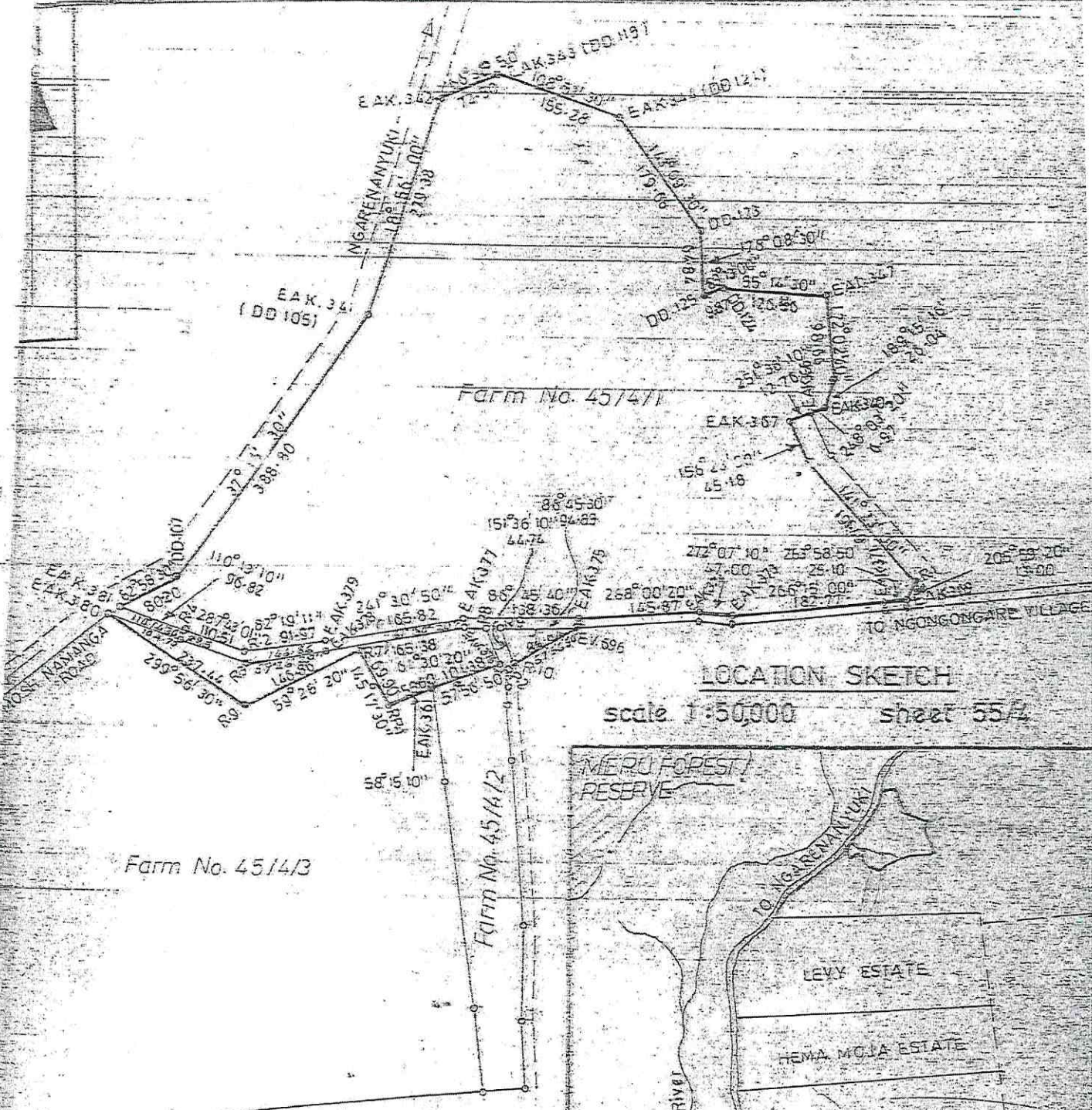
Shall be the contract seal of the firm
KARANDA POWER & LIGHTING LTD and delivered
to the records of the firm

day of 5th DEC

[Signature]

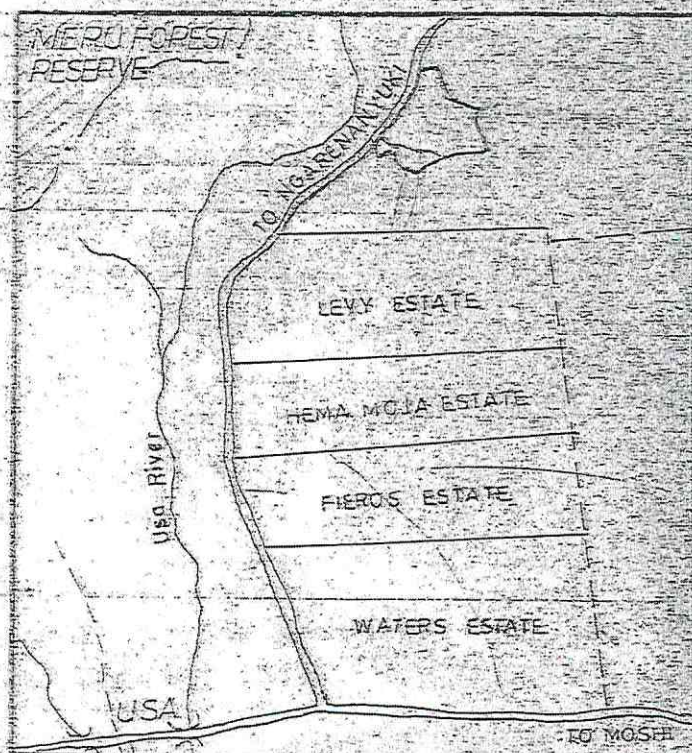
1993

ARUMERU DISTRICT



LOCATION SKETCH

scale 1:50,000 sheet 55A



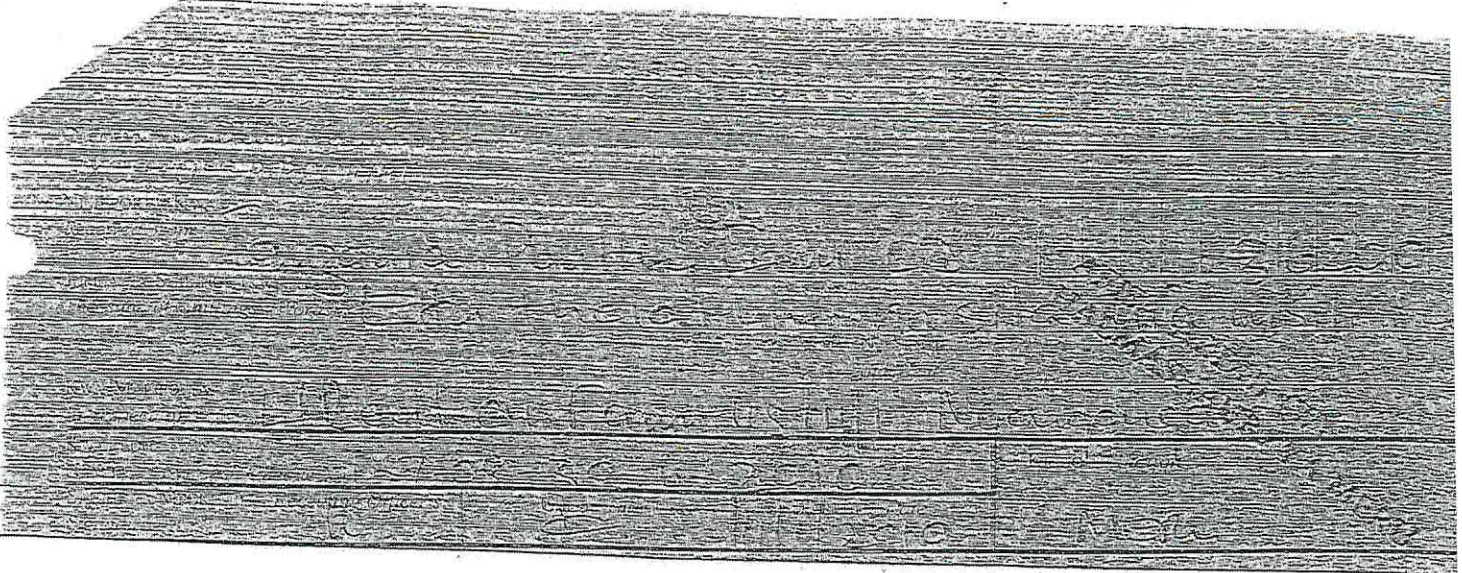
INSET SHOWING DETAILS OF FARM

Locality **NGONGONGARE**
 Farm No. **45141**
 E. O. No. **171984**
 Area **90.141 ACRES**



04-06-2025

This plan, prepared in accordance with Registered plan No. 31309 is approved for the purposes of the Land Registration Ordinance. Director of Surveys and Mapping



LAND RENT FOR T.P.F
 1/7/08 TO 30/JUNE/2010
 TOTAL SHS. 56200/=

Ajisa Avidli Halimashauya
 Meru



04-06-2025

HALMASHAURI YA WILAYA YA MERU
 SIKABADHI

Tarehe: 04/06/2025

Mtu wa Mabaraka: Kasma

Amebokoa kwa: Alawante Pochu Pochu

Wa (anwani):

Hesabu ya shilingi: 56200/-

Kwa ajili ya: Ukiunzi wa Pochu

Tasiri/Hundi Na: Cash

Siti: 20000/-

Senti: 00

LAND USE AGREEMENT

THIS AGREEMENT is made and entered into this 10 day of June 2025,

BY AND BETWEEN:

MR. AMIN SALEH BATHAWAB, of P.O. Box 2346, Arusha, Region, Tanzania, holder of National Identification No. TAE 195410 hereinafter referred to as the "**OWNER**" (which expression shall where the context admits include his heirs, successors, and assigns) of the **first part**,

AND

TANZANIA POULTRY FARMS LIMITED, a company incorporated under the Companies Act, Cap. 212 of the Laws of Tanzania, with Certificate of Incorporation No. 30104, having its registered office at Momela Road – USA River, hereinafter referred to as the "**COMPANY**" (which expression shall, where the context so admits, include its successors and assigns) of the **second part**.

WHEREAS:

1. The OWNER is the lawful and registered proprietor of a parcel of land located at Ngare - Nairobi, Moshi District, Kilimanjaro Region, Tanzania, more particularly described in **Certificate of Title No. 13002** (hereinafter referred to as the "**Land**").
2. The COMPANY is engaged in the business of poultry farming and is seeking to expand its operations in the Kilimanjaro Region.
3. The OWNER, being a shareholder and chairman of the COMPANY, and of his own free will and volition, has agreed to grant a portion of the Land measuring **ten (10) acres**, to the COMPANY, **free of charge and for an indefinite period**, for the sole purpose of facilitating and supporting the expansion of its business operations.

NOW THIS AGREEMENT WITNESSETH as follows:

1. GRANT OF LAND USE

1.1 The OWNER hereby grants and conveys to the COMPANY the right to use a portion of the Land measuring **ten (10) acres**, located within the boundaries of Title No. 13002, for poultry farming and associated business activities.

1.2 This grant is made **voluntarily, free of charge**, and shall remain in effect **for an unlimited period**, unless terminated under Clause 6 of this Agreement.

1.3 The Land portion so granted shall be clearly demarcated on the ground by mutual agreement of the parties, and a sketch plan indicating the boundaries shall be attached to this Agreement as **Annexure A**.

2. PURPOSE OF USE

2.1 The Land shall be used exclusively for the expansion of the COMPANY's poultry farming business and related agricultural, administrative, and logistical purposes.

2.2 The COMPANY shall not use the Land for any unlawful or non-agricultural purposes without the prior written consent of the OWNER.

3. NO TRANSFER OR SUBLEASE

3.1 The COMPANY shall **not assign, transfer, lease, or sublet** its rights under this Agreement to any third party without the prior written consent of the OWNER.

4. MAINTENANCE AND IMPROVEMENTS

4.1 The COMPANY shall maintain the Land in good condition and shall be responsible for any infrastructure or improvements it wishes to make, at its own cost.

4.2 Any permanent improvements made on the Land shall remain the property of the **COMPANY** unless otherwise agreed in writing.

5. NON-COMPENSATION

5.1 The OWNER acknowledges that this grant is made voluntarily and **without expectation of compensation**, rent, or fee of any kind.

5.2 The COMPANY acknowledges that this grant does not constitute a transfer of title or ownership but is a **license of use** in accordance with Tanzanian property laws, particularly the **Land Act, Cap. 113 R.E. 2019**, and the **Village Land Act, Cap. 114 R.E. 2019**, to the extent applicable.

6. TERMINATION

6.1 This Agreement may be terminated only under the following conditions:

- (a) Mutual agreement in writing by both parties;
- (b) If the COMPANY ceases its business operations on the Land for a continuous period exceeding **three (3) years**;
- (c) If the COMPANY uses the Land for purposes not agreed under this Agreement;
- (d) Upon lawful order of a competent court or authority.

6.2 In the event of termination, the COMPANY shall be granted a reasonable time, not exceeding **twelve (12) months**, to wind up its activities and remove any movable assets or improvements, unless otherwise agreed.

7. GOVERNING LAW

7.1 This Agreement shall be governed and construed in accordance with the laws of the **United Republic of Tanzania**, and any disputes arising hereunder shall be referred to the courts of competent jurisdiction within Tanzania.

8. ENTIRE AGREEMENT

8.1 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements.

9. AMENDMENTS

9.1 No amendment, modification, or waiver of any provision of this Agreement shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

SIGNED by the OWNER:

MR. AMIN SALEH BATHAWAB

Signature: _____

Date: 10/6/2025

In the presence of:

Name: Dickson A. Maitiro

Address: 236 USA-RUGAR

Signature: _____



**SIGNED for and on behalf of
TANZANIA POULTRY FARMS LIMITED**

By: AMIN S BATHAWAB

Position: MANAGING DIRECTOR

Signature: _____

Date: 10/6/2025

By: AHMED S. SHABIBY

Position: DIR OPS


Signature: _____

Date: 10/6/2025

In the presence of:

Name: Dickson A. MATIRO

Address: 236 USA-RWGL

Signature: 

Qualification; ADVOCATE



ANNEXURE A – Sketch Map of 10-acre Land Allocation (to be attached)

Mr. Amin Saleh Bathawab
P.O. Box 2346
Arusha Region
Tanzania

10th June, 2025

TO:
The Managing Director
Tanzania Poultry Farms Ltd
P.O. Box 2346
Arusha
Tanzania

Dear Sir

**RE: GRANT OF LAND USE RIGHTS OVER TEN (10) ACRES OF LAND –
CT NO. 13002, NGARE - NAIROBI, MOSHI DISTRICT**

I, **Mr. Amini Saleh Bathawab**, a Tanzanian adult of sound mind, residing in the Arusha Region, and holder of Certificate of Title No. **13002**, being the registered and lawful owner of land situated at **Ngare - Nairobi, Moshi District**, do hereby make the following declaration and grant:

As the **Chairman and Shareholder** of **Tanzania Poultry Farms Ltd**, and in full exercise of my free will and legal right as the proprietor of the aforementioned land, I have resolved to allocate and make available to the company a portion of the land measuring **Ten (10) Acres** to extend and facilitate its business operations.

This land is granted to **Tanzania Poultry Farms Ltd**:

- **Free of charge,**
- **For an unlimited duration,**
- **Solely for the business and operational purposes** of the company, particularly in the area of poultry farming and related agricultural development.

This grant is made voluntarily, without coercion or expectation of compensation, and is made in good faith and support of the company's mission and continuity. I acknowledge that the company may undertake structural improvements, installations, and developments necessary for its business on this portion of land, and it may maintain full operational control thereof for as long as it continues to use the land for the intended purpose.

This letter shall serve as formal and binding consent and may be used by the company in any official or legal process, including engagement with regulatory authorities, planning bodies, or financial institutions.

Should further documentation or formal agreements be required, I remain available to execute them in line with the provisions of the Land Act, Cap 113, R.E. 2019, and other applicable laws of the **United Republic of Tanzania**.

Please do not hesitate to contact me for any further clarifications.

Yours faithfully,

Signed: _____



MR. AMIN SALEH BATHAWAB

ID/Passport No.: TAE 195410

Date: 10/6/2025