

8164
 18.4.52
 2.55/-
 17/11/52
 Registrar of Titles

TANGANYIKA
 Stamp Duty Shillings 1/- paid and
 Revenue Receipt No. 66396P 13.2.52
 Issued
 17/11/52
 Asst. Registrar-General

L.O. No. 12875 N 98/5
 M.P. No. 28180

TANGANYIKA
 The Stamp Collector, Cap 107,
 Section 19
 DUTY DENOTED
 Shs. 168/- Denoted and
 Shs. 4/- Paid on principal
 instrument.
 17/11/52
 Revenue Authority

CERTIFICATE OF OCCUPANCY

The *Twenty-sixth* day of *March*
 Nineteen hundred and fifty-two
 Title No. *8164*

THIS IS TO CERTIFY that KANJI LAXMAN PATEL AND COMPANY LIMITED a Limited Liability Company incorporated in Tanganyika and having its registered office at Dar es Salaam (hereinafter called "the Occupier") is entitled to a Right of Occupancy in and over the land described in the Schedule hereto (hereinafter called "the said land") and more particularly delineated on the plan annexed hereto for a term of Ninety-nine years from the Thirteenth day of February Nineteen hundred and fifty-two according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder and any enactment in substitution thereof or amendment thereof and to the following special terms and conditions, viz.:-

1. The Occupier shall pay during the said term the rent of Shillings Two hundred and seventy (Shs.270/-) to be paid yearly in advance without any deduction on the Thirteenth day of February in each year during the said term PROVIDED ALWAYS that the said rent shall be subject to revision by the Governor after the expiration of Twenty years from the date of commencement of the said Right of Occupancy and shall also be subject to revision or further revision after the expiration of every subsequent period of Twenty years throughout the term of the said Right of Occupancy provided that such revision may take place only within Five years after the above mentioned revision dates.

2. The Occupier undertakes:-
 (i) To erect buildings on the said land of a value of not less than shillings Fifteen thousand (Shs.15,000/-).
 (ii) Within a period of Six months from the date of commencement of the said Right of Occupancy to

submit to the Municipal Council, Dar es Salaam (hereinafter called "the said Authority") such plans of the proposed buildings (including block plans showing the position of the buildings) drawings elevations and specifications thereof as will satisfy the said Authority and as will ensure compliance with the building covenant contained in sub-paragraph (i) supra. Such plans and specifications shall be submitted in triplicate.

- (iii) To commence building operations within a period of Three months from the date of notification in writing by the said Authority of approval of the plans and specifications, such buildings to conform to a building line decided upon and notified by the said Authority.
- (iv) To complete the buildings according to the said plans and specifications so that the said buildings 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 of the type and specifications hereinbefore referred to and to maintain the same in good order and repair to the satisfaction of the said Authority.
- (vi) Not to erect nor commence to erect on the said land any building of any kind whatsoever except in accordance with building plans and specifications which shall have been approved by the said Authority as hereinbefore provided.

3. No transfer of the said Right of Occupancy will receive consent until the foregoing covenants have been complied with except in special circumstances of which the Governor shall be the sole judge.

4. The Occupier shall not at any time subdivide the said land nor assign sublet or otherwise dispose of any portion thereof nor of any of the buildings to be erected thereon without the previous consent of the Governor.

5. The said land shall be used only for the purpose of manufacture and/or storage of non-offensive goods and articles approved by the said Authority.

6. Adequate arrangements shall be made by the Occupier to the satisfaction of the said Authority for water

supply, drainage and disposal of trade refuse and effluent.

7. All buildings to be erected on the said land shall be rendered rat-proof and maintained in such condition and the Occupier shall carry out such measures as the Medical Officer of Health for the said Authority shall require to effect this purpose.

8. Failure to comply with any of the terms or conditions herein contained or implied will be deemed to constitute good cause for revocation of the said Right of Occupancy.

THE SCHEDULE HEREINAFTER REFERRED TO:

ALL THAT piece or parcel of land known as Plot No. 68, Inoffensive Factory Sites, situate at Pugn Road in the Municipality of Der es Salaam containing Twenty-two thousand five hundred and one (22,501) square feet as delineated on Survey Plan No. D¹ $\frac{474}{5908}$ annexed hereto and thereon edged in red.

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


LAND OFFICER.

The within-named KANJI LAXMAN PATEL AND COMPANY LIMITED hereby accepts the terms and conditions contained in the foregoing Certificate of Occupancy.

THE COMMON SEAL OF KANJI LAXMAN PATEL AND COMPANY LIMITED was affixed hereto in the presence of:

- (1) Kanji Laxman Patel,
- (2) Chaitanyav Kanji Patel.

who have also signed their names and who are able to read and write the language in which the within written document is written this 21st day of March 1952, in my presence:

Ramesh Chandra,
Advocate

Kanji Laxman Patel
Kanji Laxman Patel

Director.

Kanji Laxman Patel
Kanji Laxman Patel

Director.

MORTGAGE BY DEPOSIT
 No. 12567 Registered 3.7.52 at 11.30am
 WITH BARTRAM LIMITED
 PROOF OF COMPLIANCE WITH THE PROVISIONS
 OF THE COMPANIES ORDINANCE SECTION 79
 HAS NOT BEEN PRODUCED.
 WITHDRAWN FD14813
 29.4.53 10.50am *W.H.P.*
 Asst. Registrar of Titles

The Land Registration
 Ordinance, 1957
 (Section 115 (b))
 All subsisting entries
 TRANSFERRED
 to Title Number
 186072/2
 Registrar

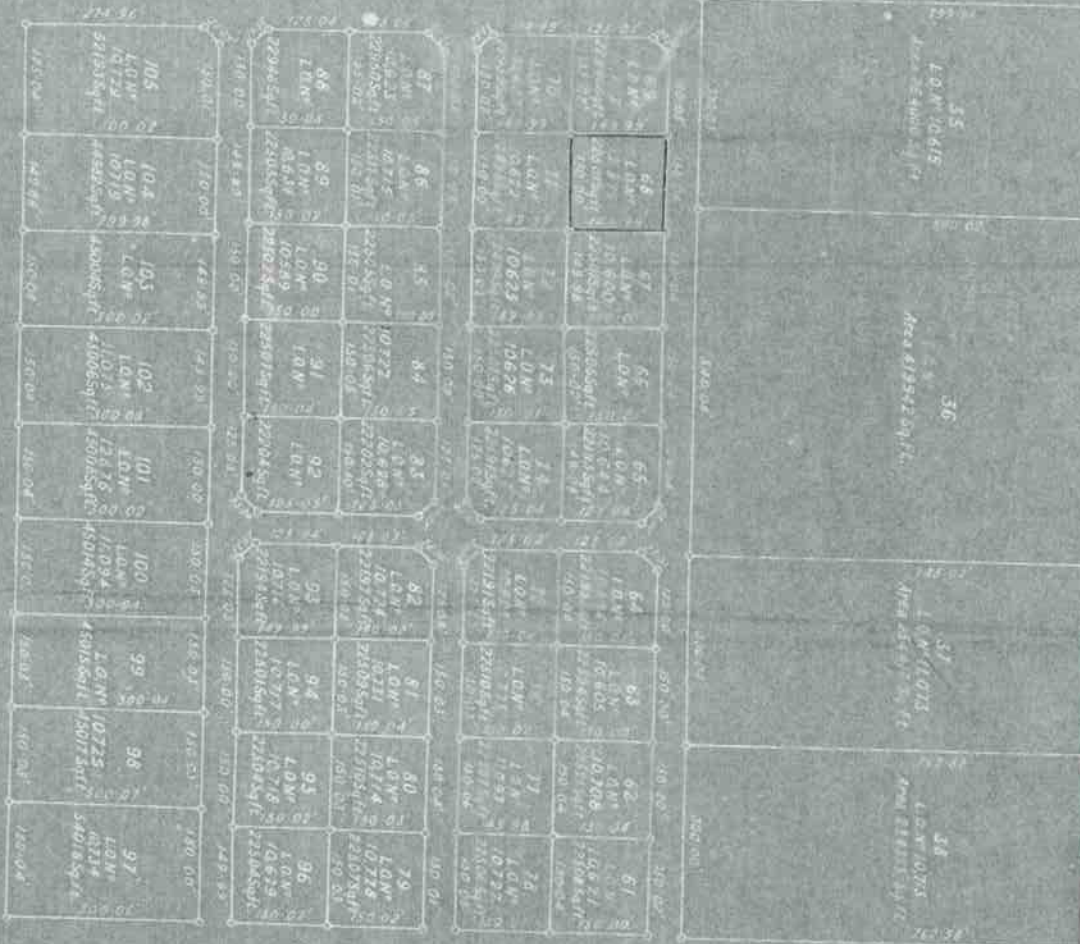
MORTGAGE BY DEPOSIT
 No. 15035 Registered 19.6.53 at 11.45am
 WITH BARCLAYS BANK (DOMINION
 COLONIAL AND OVERSEAS)
 Withdrawn FD 28788 on 13.3.57 at 10am
 Asst. Registrar of Titles

NOTICE OF DEPOSIT
 No. 28790 Registered 13.3.57 at 10am
 BY THE BANK OF BARODA
 LIMITED
 Withdrawn FD 40380 on
 9.8.63 at 11.30am
 Asst. Registrar of Titles

TRANSFER
 No. 40570 Registered 24.9.58 at 8.50am
 FATEHALI PEERA and
 JAFFERALI PEERA and
 MOHAMED PEERA as
 tenants in common in equal shares.
 Cons. Sds. 42,000/-
 Asst. Registrar of Titles

NOTICE OF DEPOSIT
 No. 50516 Registered 20.4.68 10.21am
 TO THE NATIONAL BANK
 OF COMMERCE
 Asst. Registrar of Titles

D/414
5903



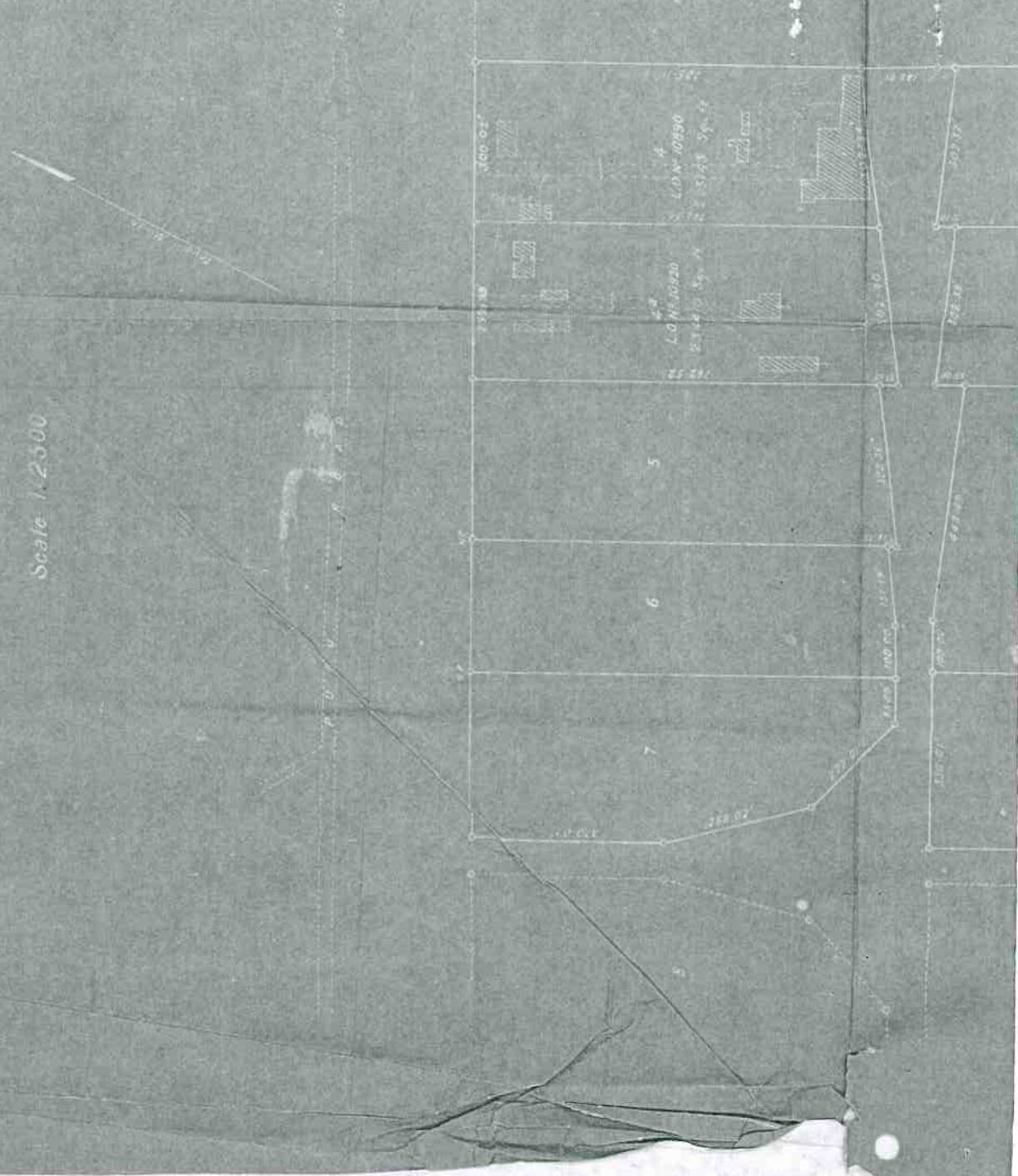
CONCRETE BLOCKS - 8" MIN. THICK
STEEL REINFORCED
NIP

Open Space

Shirley
 SHEET 5/10/59
 DRAWN BY: C. D. DILLON
 REVISION: 5/1/59

IN-OFFENSIVE FACTORY SITES (Part of)
PUGU ROAD
DAR ES SALAAM

Scale 1:2500



CERTIFICATE

PART I: ISCRIBED

District <u>DAR ES SALAAM.</u> Area <u>22,501 Square feet.</u> Location <u>Plot No.68, Pugu Road, City of Dar es Salaam.</u> Term Expires <u>12th February, 2051</u> Rent <u>Shs. 270/- per annum.</u> (Subject to Revision).	The Estate of the Registered Owner is subject to— The covenants and conditions contained in the Certificate of C
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PART II: OWNERSHIP

Date of Registration	Filed Document Number	Name and Postal Address of Registered Owner	Consideration or Declared Value
9.63	40570	59388 FATEHADI PEERA AND JEFFERADI PEERA AND MOHAMED PEERA as tenants in common in equal shares.	Shs. 42,000/-
6.72	59388	SIMBA PLASTICS COMPANY LIMITED of P.O. BOX 2459, DAR ES SALAAM.	100,000/-
2-02	106692	DPI SIMBA LIMITED of P.O. Box 46259, Dar-es-salaam. 1/-	

NYIKA

OF TITLE

ON OF THE LAND

and Conditions, Easements, etc.

Occupancy (Filed Document Number 186072/2)

TITLE NUMBER

186072/2

Nature of Estate

RIGHT OF OCCUPANCY

PART III: INCUMBRANCES

Date of Registration	Filed Document Number	Nature of Incumbrance	Further Particulars	Initials of Registrar
17-6-72	59387	WITHDRAWN	By The National Bank of Commerce	
20.4.68	50516	Notice of		
7.6.95	100607	DISCHARGED	NATIONAL BANK OF COMMERCE	
17-04-95	84417	MORTGAGE	(To secure an unspecified amount)	
21-5-2001	105762	DISCHARGED	ASI AFRICAN DEVELOPMENT BANK	
10-7-95	86430	MORTGAGE	(To secure an unspecified amount) including T. 186072/1, 186072/10, 186072/12 and 186080/#5).	
16-7-2003	108059		DISCHARGED	
26-11-01	106375	MORTGAGE	STANDARD CHARTERED BANK TANZANIA LIMITED (To secure 750,000,000/= including title no. 186072/1 & 186072/10)	
22-11-04	109363	MORTGAGE	NATIONAL BANK OF COMMERCE LTD (To secure unspecified amount) Including CI no. 186072/1 & 186072/10	