

TANGANYIKA

The Land Registration Ordinance (Cap. 334 of the Laws)



CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY

SUBTITLE TO LEASEHOLD

This is to certify that the annexed Certificate of Occupancy dated

the **14th** day of **May** 20**24**...

is registered in the Land Registry under Title No **7276KGLR**

Copies of the subsisting entries in the register are within

Dated the **10th** day of **December** 20**24**...

Asst. Registrar of Title

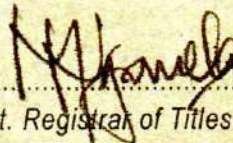
MASHAKA M. NGOMELA

Title No & 7276/1KGLR	Description of registered land
All that Land known as Plot No. 13 Block "A" situated at Mahembe in Kigoma District Council containing (121,408) Square metres for identification only regged on Subtitle attached to this certificate and defined on the Registration of Leasehold with File Document numbered 104CKGLR deposited at the Office of the Registrar of Titles at Kigoma.	

ENTRIES IN THE REGISTER
TITLE NO.

LEASEHOLD

FD. No. 1040612 Registered 02.12.2024 at 10:00 m
To SAVONOR TANZANIA LIMITED OF
P.O. BOX 611, KIGOMA FOR THE TERM
OF 98 YEARS W.E.F 15th NOV 2024.


Asst. Registrar of Titles

No. Registered at m
To

Asst. Registrar of Titles

No. Registered at m
To

Asst. Registrar of Titles

No. Registered at m
To

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Asst. Registrar of Titles

SUB LEASE AGREEMENT FOR PROPERTY DEVELOPMENT

BETWEEN

VIJANATZ INDUSTRIES LIMITED

AND

SAVONOR TANZANIA LIMITED

IN RESPECT OF

***BARE LAND KNOWN AS PLOT NO. 1216013 BLOCK A, TITLE NO. 7276 KGLR, L.O NO.
1216013.***

Mahembe area, in Kigoma district council Tanzania.

PREPARED BY:

PETER JOSEPH MASIKA
P.O. BOX 77874,
DAR ES SALAAM.

[Handwritten signatures and initials in blue ink]

THIS AGREEMENT is made on 01st November 2024.

BETWEEN

VIJANATZ INDUSTRIES LTD, a limited liability company incorporated in Tanzania active in the business of prospecting, mining and dealing in various minerals and having principal office at Bahari Beach Block 35/1 Kunduchi, P. O. Box 77874, Dar es Salaam, Tanzania, BRELA Reg. No. 149 202 722 (hereinafter referred to as "Vijanatz");

on one part.

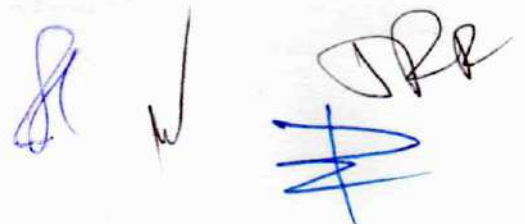
AND

SAVONOR TANZANIA LIMITED, a limited liability company, incorporated in Tanzania, of P.O. Box 611, Maembe, Kigoma, **BRELA Reg No 176119497**. (Hereinafter called 'the Company') on the other part;

SAVONOR TANZANIA LIMITED and **VIJANATZ INDUSTRIES LIMITED** shall be collectively referred to as "**The Parties**" and individually may be referred to as "**Party**" in this agreement.

WHEREAS: -

- a) **VIJANATZ** is a limited liability company incorporated in Tanzania active in the business of prospecting, mining and dealing in various minerals and having principal Kinondoni, Dar es Salaam;
- b) **SAVONOR TANZANIA LIMITED** is a company limited by shares and incorporated in Tanzania on **8th July 2024**,
- c) That, **SAVONOR TANZANIA LIMITED** is established to engage in land development, property **developers**, the manufacturing of vegetable oil, Soap and soft drinks as well as all activities related to land and property development.
- d) That, **VIJANATZ** is seized and possessed of or otherwise and sufficiently entitled to the piece and parcel of **BARE** land referred to as **Plot No. 13 Block A Mahembe area Kigoma district council measuring 121408** square meters, hereinafter referred to as "the property"
- e) That, due to change in time and business requirements of the general public, the said property has become of immense importance and value; and **VIJANATZ** has been approached by **SAVONOR TANZANIA LIMITED** with the intent of **SAVONOR TANZANIA LIMITED**, to have constructed and developed thereon various building structures in accordance with Municipal Building Rules and arrangements.



- f) That, after carefully considering the proposal **VIJANATZ** has agreed to **SAVONOR TANZANIA LIMITED**'s idea to develop the said land by constructing thereon buildings with the purpose of manufacturing vegetable oil, soap and soft drinks as agreed herein.
- g) That, **VIJANATZ** being a social enterprise company with a vision of creating jobs, new tax revenue, and foreign currency through agriculture and value addition through manufacturing and has no prior manufacturing experience or income to finance its activities intends to rely heavily on its portion of this investment to generate the necessary funding.
- h) That, there shall be a Long-Term Lease Agreement that shall be signed between the parties herein of the period of 98 years from 1st November 2024 to 31 November 2122 and that **SAVONOR TANZANIA LIMITED** shall apply for and obtain a Lease Hold Title in respect of the property in question.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this agreement unless the context otherwise requires

(a) '*Business day*' means a day on which banks are open for business;

(b) '*the building*' - means the premises to be constructed on **Plot No. 13 Block A Mahembe area Kigoma district Council Tanzania.**

(c) 'The Company' means **Savoror Tanzania Limited,**

(d) Reference to 'Company' shall be to anybody corporate wherever incorporated,

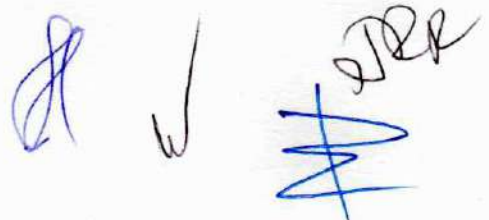
(e) References to 'party and 'parties' shall be construed as references to a party or the parties to this agreement

(d) "*Project*" means the intended and actual construction of the building referred to in the recitals.

1.2 Reference to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this agreement) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification).

1.3 Any document referred to as being 'in the agreed form' shall mean a document in a form agreed by the parties at the date of this agreement and initialed by or on their behalf for identification purposes.

1.4 References to clauses and appendices are to the clauses including appendices of this agreement.



1.5 The headings are inserted for convenience only and shall not affect the construction of this agreement

2. THE AGREEMENT.

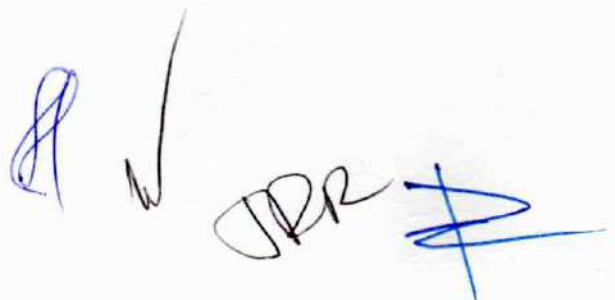
- 2.1 That **VIJANATZ** shall provide to **SAVONOR TANZANIA LIMITED** all that land referred to as **Plot No. 13 Block A, with certificate of Title No. 7276 KGLR, Land Office no. 121613 situated at mahembe area Kigoma Distict council** for the Company to erect thereon various building structures
- 2.2 **SAVONOR TANZANIA LIMITED** shall take possession of the land referred to in Clause 2.1 above and shall proceed to erect thereon various building structures.
- 2.3 That upon completion, of the building structures, **VIJANATZ** shall enjoy Twenty-Five Per Centum (25%) Non-dilutable of all the proceeds of the project therein to that effect.
- 2.4 The rest of the proceeds, i.e. Seventy-Five Per centum (75% of the project shall be enjoyed by **BLUE LAKE SOLUTIONS LIMITED (70%)** and **WILLING HANDS INTERNATIONAL AS (5%)** as the sole investor as profits and recovery of its huge capital invested in the construction project.

3. SPECIFIC OBLIGATIONS OF THE PARTIES

3.1 SAVONOR TANZANIA LIMITED.

Pre-Construction and Construction Period

- 3.1.1 To provide capital requirements through own and/or other sources, financial organization, banks companies, corporate entities, individuals etc. for the purpose of construction of the buildings
- 3.1.2 To appoint all technical staff, including surveyors' architects, contractors, technicians, designer etc. for undertaking survey, designing, constructing of the building.
- 3.1.3 To supervise and be solely liable for the supervision of the building and ensure that the same is built in accordance with the drawings, designs and specifications approved by parties and completed within a period of 10 years, from the date the required Building Permit(s) is issued and received by **SAVONOR TANZANIA LIMITED** or its appointed officer or agent, unless otherwise amended or extended by the parties in writing.



3.2 VIJANATZ

Pre-Construction and Construction Period

3.2.1 To hand over to **SAVONOR TANZANIA LIMITED** physical occupation of its landed property, under reference above for that purpose and all necessary title documents in respect of the Plot.

To allow unhindered access to all persons appointed by **SAVONOR TANZANIA LIMITED** to act under this Agreement.

3.2.2 To pursue immediately upon execution hereof, jointly with **SAVONOR TANZANIA LIMITED**, issuance of the requisite Building Permit for the Building.

3.2.3 To permit and in anyway assist **SAVONOR TANZANIA LIMITED** to enter a caveat on the title to safeguard its interests upon commencement of construction process.

4. FINANCE FOR THE PROJECT

4.1 Finance for the business, including but not limited to operational expenses, and construction costs for the building, including all technical and manual work costs shall be provided by **SAVONOR TANZANIA LIMITED**

4.2 The piece of land, on which the building shall be constructed, shall be provided by **VIJANATZ**

5. PROMOTION OF PROJECT


5.1 Each of the parties to this agreement covenants with each other to use all reasonable endeavors to promote and develop the project to the best advantage in accordance with good business practice and the highest ethical standards.

5.2 Each party undertakes to take all such steps as shall from time to time be necessary to avoid breach of the terms herein.

6. CONFIDENTIALITY

6.1 Each of the parties shall at all times use its best endeavors to keep confidential (and to procure that its respective employees, agents and representatives shall keep confidential) any information of a confidential nature which it or they may acquire in relation to the Project and shall not use or disclose such information except with the consent of the other party or in accordance with the order of a Court of competent jurisdiction or, for the advancement of the business of the project.

6.2 The parties shall, use all reasonable endeavors to ensure that the officers, employees and agents of each of them shall observe a similar obligation of confidence in favor of the parties to this agreement.

The image shows four distinct handwritten signatures in blue ink, located in the bottom right corner of the document. The signatures are stylized and appear to be initials or full names of the parties involved in the agreement.

7. TERMINATION

7.1 This agreement shall continue in full force and effect until terminated in accordance with the provisions herein. Provided that termination shall not affect any provision of this agreement which has effect after termination or any rights which any party may have against any other part subsisting at the time of termination.

7.2 Any of the parties shall be entitled to terminate this agreement forthwith by issuance of Thirty Years (30) notice in writing if any of the termination events set out below shall occur. The notice shall be served upon the party to which the event or events relate, and copies of the notice shall be given to all other parties to this agreement (if any). The effect of the notice shall be to terminate this agreement as between the party served and the remaining party or parties, but this agreement shall continue in full force and effect as between the remaining parties if more than one, but not if otherwise. The termination events are if:

- (a) any party shall commit a material breach of any of its obligations under this agreement and shall fail to remedy the breach, if capable of remedy, within 29 years after being given notice by any other party to do; or
- (b) any party, being the Company or Society, shall go into liquidation/ dissolution whether compulsory or voluntary (except for the purposes of a bona fide reconstruction or amalgamation with the consent of the other party such consent not to be unreasonable (withheld) or delayed or any party shall have an administrator appointed, or shall have a receiver, administrative receiver or manager appointed over any part of its assets or undertaking;

8. WARRANTIES

Parties warrant and represent to each other that immediately prior to the execution of this agreement; the particulars related to them as set out in the legal Opinion on their respective lawyers are true and accurate in all respects.

9. GENERAL

9.1 The personal representatives of any party and/or all other successors to the parties to this agreement, shall automatically become entitled to 'the benefit of this agreement as if he was named in it in place of the party originally named and all references to a party to this agreement of the parties' or any similar expression shall from such date be construed accordingly.

9.2 A party to this agreement or any successor or permitted assign of a party who ceases to be legally and beneficially entitled to any benefits herein and shall be bound by all terms and conditions herein.

Handwritten signatures in blue ink at the bottom right of the page. There are three distinct signatures, with the middle one appearing to contain the letters 'JRR'.

9.3 Any of the parties may assign the benefit (or burden) of any provision of this agreement, or any legal or beneficial interest therein.

9.4 This agreement shall be capable of being amended by an instrument executed by all the parties for the time being.

9.5 No exercise or failure to exercise or delay in exercising any right power or remedy vested in any party under or pursuant to this agreement shall constitute a waiver by that party of that or any other right power or remedy

9.6 Nothing in this agreement shall be deemed to either constitute a partnership between the parties (or any of them) or constitute any party or parties the agent of the other party or parties or otherwise entitle any party to have authority to bind any other party or parties for any purpose.

9.7 Each party shall bear its own costs of or in connection with the preparation and execution of this agreement

9.8 No party shall be entitled to make or permit or authorize the making of any press release or other public statement or disclosure concerning this agreement or any of the without the prior written transactions contemplated by consent of the other or as required by law, when such press release or public statement is capable of causing adverse effect to the other party.

10. RIGHT OF FIRST REFUSAL

10.1 During the period of construction of the building or at any period thereafter, should either party decide to dispose its part of the building as a whole or in part, it shall first and in priority offer the same to the other party in writing

10.2 Upon lapse of 21 days from the date the written offer is communicated to other party without response or agreement with the recipient of such notice the party intending to dispose it's part of the building shall be entitled to advertise and/or proceed with sale of the property to any other person

11. NOTICES

11.1 Any notice to be given by any party to this agreement shall be in writing and shall be deemed duly served if delivered personally, or sent by fax or by prepaid registered post (Airmail in the case of any address for service outside Tanzania) to the addressee at the address or (as the casemay be) or fax number of that party set opposite its name below:

For: **VIJANATZ INDUSTRIES LIMITED,**
P.O. Box 77874
DAR ES SALAAM.

For: **SAVONOR TANZANIA LIMITED**
P.O. Box 611
KIGOMA



12. Law, Jurisdiction and Advisors

12.1 This agreement shall be governed by and construed in all respects in accordance with Tanzanian law.

12.2 In relation to any legal action or proceedings to enforce this agreement or arising out of or in connection with this agreement each of the parties irrevocably submits to the exclusive jurisdiction of the Tanzanian courts

12.3 These submissions shall not affect the right of any party to take up proceedings in any other jurisdiction to the extent permitted by law, nor shall the taking of proceedings in any jurisdiction preclude any party from taking proceedings in any other jurisdiction.

WHEREFORE the parties have executed this agreement through the hand of the duly authorized officers in the manner as hereunder and on the date and year first above written.

SEALED with the **COMMON SEAL** of the said **VIJANATZ INDUSTRIES LIMITED**

and **DELIVERED** in our presence this 1st . day of . . November...2024

SIGNATURE:

NAME: PETER JOSEPH MASIKA

ADDRESS: P.O. BOX 77874. DARES SALAAM.

QUALIFICATION: DIRECTOR

SEALED with the **COMMON SEAL** of the said **SAVONOR TANZANIA LIMITED**

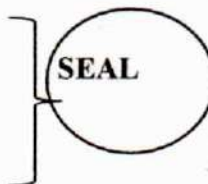
and **DELIVERED** in our presence this... 1st day of...November.2024.

SIGNATURE:

NAME: MATTHIAS ALBERT KUNTZE

ADDRESS: P.O. BOX 611 KIGOMA

QUALIFICATION: DIRECTOR



THE LAND REGISTRATION ACT (CAP 334)

LONG TERM LEASE AGREEMENT

**Plot No. 13, Block "A "
Title No. 7276 KGLR.,
L.O No. 1216013,
Mahembe area, Kigoma district council.**

THIS LONG-TERM LEASE AGREEMENT is made this 1st day of November.2024

BETWEEN

VIJANATZ INDUSTRIES LIMITED a limited liability company registered under the laws of Tanzania, of P.O. Box 77874, Dar es salaam (Hereinafter called the "**Lessor**" which expression and when the context so, admits shall include its legal representatives, agents, assigns and Successors in title) Of the one part.

AND

SAVONOR TANZANIA LIMITED, a company incorporated under the **Companies Act No. 12 of 2002** of P.O. Box 611, Kigoma (Hereinafter called the "**Lessee**" which expression and when the context so admits shall include its legal representatives, agents, assigns and successors in title), of the other part.

WHEREAS

1. The **Lessor** is the lawful owner of the premises comprised in the landed property situated on **Plot No. 13 Block ' A', Mahember area**, Kigoma district Council held under Certificate of Title No. **7276** (hereafter referred to as " the demised **premises**"")
2. The Lessor has agreed to **SUBLEASE** the demised premises to the Lessee to hold and enjoy the same for purposes contained in the initial Investment Partnership Agreement signed between the Partners on 17 March 2024 together with its addendums.

NOW THIS LEASE WITNESSETH as follows:

3. **IN CONSIDERATION** of the aforementioned **INVESTMENT PARTNERSHIP AGREEMENT** entered in to between the Lessor and the Lessee, The **Lessor** hereby demises unto the **Lessee ALL THAT** premises **TOGETHER WITH** the right of access **TO HOLD** unto the Lessee for a term of **NINETY EIGHTY (98 YEARS)** commencing on the **1st November 2024** up to and including **31st November 2122** and affecting requisite Structural developments **THEREOF**, as per the conditions of the initial Investment Partnership Agreement which shall be read together with this Lease Agreement.



4. **THE LESSEE HEREBY COVENANTS with the LESSOR,**

- (i) To carry on all the demised premises all the relevant structural developments as agreed in the aforementioned Investment Partnership Agreement,
- (ii) To pay all rates, acquiring and paying for building permits, taxes and other charges for the use of water, electricity and telephone in respect of construction activities,
- (iii) At all times to keep the beacons bounding the property intact,
- (iv) After construction of the required structures as agreed, to keep the buildings in good repair and condition thereof including doors, windows and other fixtures, fittings, electrical wires and fittings, water drains and other pipes and sanitary water apparatus herein, painting and decorations thereof in good repair and fair condition,
- (v) To permit the **Lessor**, his agents and other persons authorized in writing by the **Lessor** to enter the demised premises at all reasonable times during daytime with prior consent, such consent not to be unreasonably withheld, for the purposes of viewing the demised premises,
- (vi) That the Lessee shall have power to lease, mortgage, or deal with the leased premises in whatsoever manner without prior consent of the Lessor.
- (vii) To share with the Lessor the proceeds of the demised premises resulting from sub leasing, business carried on in the leased premises in the manner and style agreed in the aforementioned Investment Partnership Agreement.

5. **THE LESSOR COVENANTS WITH THE LESSEE AS FOLLOWS**

- (i) To give full cooperation to the lessee in carrying on construction of the required buildings including signing of relevant documentations in obtaining building permits and other Government services like application of water and electric services
- (ii) That, upon the expiration of the Lease period the same shall be subject to renewal and the Lessee shall be given the first priority to renew the lease agreement.
- (iii) To fully cooperate with the Lessee to pay all the Government rates like land rents and property Taxes

6. **PROVIDED ALWAYS** and it is hereby agreed as follows,

- (i) In consideration thereof, the Lessor shall be entitled to Twenty Per Centum (25%) of all the proceeds of the structures that shall be constructed on the leased plot by the Lessee, while the rest of Seventy-Five Per Centum (75%) shall be enjoyed by the Lessee as profit and recovery of its construction costs

The image shows three handwritten signatures in blue ink. The first signature on the left is a stylized, cursive 'S'. The middle signature is a simple, vertical line with a hook at the top. The signature on the right is more complex, featuring several loops and a horizontal line at the bottom, possibly representing the initials 'JPR'.

- (ii) In consideration of the above entitlement of Twenty-Five Per Centum (25%) Non-dilutable, The lessor agrees to receive nominal rent fees of TZS Hundred Thousand (100,000) per year adding up to TZS Nine Million and Eight Hundred Thousand (9,800,000) from Lessee.
- (iii) The first Right of refusal shall be given to the Lessee after expiration of the lease term
- (iv) That the tenancy hereby created shall be determinable at the option of either party by giving the other party notice in writing as agreed in the aforementioned Investment Partnership Agreement save that the **Lessee** shall not be entitled to terminate the Lease in the first 50 years
- (v) That any demand for payment or notice requiring to be made upon or given to the Lessee shall be sufficiently made or given if sent by the Lessor or his agents through the post by registered letter addressed to the Lessee at the demised premises or delivered by hand, and that notice requiring to be given to the Lessor shall be sufficiently given if sent by the Lessee through the post by registered mail addressed to the Lessor at his usual or last known place of residence or delivered by hand AND that any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of post.
- (vi) That, this Lease Agreement shall be read together with the initial Investment Partnership Agreement signed between the Partners on 17 March 2024 and its addendum.

IN WITNESS WHEREOF the parties herein have hereto signed this Lease Agreement on the day, month, year and the manner hereinafter appearing.

SEALED with the **COMMON SEAL** of **VIJANATZ INDUSTRIES LIMITED** at Dar es Salaam this **1st November 2024**



NAME: PETER JOSEPH MASIKA

SIGNATURE: 

POSTAL ADDRESS: P.O. BOX 77874 DAR ES SALAAM.

QUALIFICATION: DIRECTOR

SIGNATURE: 

NAME: JUMANNE RUZIGUJE RAMADHANI

ADDRESS: P.O. BOX 77874. DAR ES SALAAM.

QUALIFICATION: DIRECTOR

SEALED with the COMMON SEAL of
SAVONOR TANZANIA LIMITED
at Dar es Salaam this 1st November 2024



NAME: MATTHIAS ALBERT KUNTZE

SIGNATURE: _____

POSTAL ADDRESS: P.O. BOX 611 KIGOMA.

QUALIFICATION: DIRECTOR



NAME:

J. GURU OLIVER
le 1/11/24

SIGNATURE: _____


POSTAL ADDRESS: P.O. BOX 611 KIGOMA.

QUALIFICATION: DIRECTOR

[Handwritten initials and signatures]



FILED DOCUMENT No: 1040144
REGISTERED ON: 01-17-2024
AT: 01:00 P M


[Signature]
Senior Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs: 38,850.56/- Paid
924337294398887
On Original Receipt Shs:
of: 02-12-2024

[Signature]
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs: 39,850.56/- Paid
Receipt No: 924337294398887
of: 02-12-2024

[Signature]
Stamp Duty Officer

**THE LAND REGISTRATION ACT (CAP. 334)
APPLICATION FOR ISSUANCE OF LEASEHOLD TITLE**

**Plot No. 13, Block "A "
Title No. 7276 KGLR.,
L.O No. 1216013,
Mahembe area, Kigoma district council.**

We, **SAVONOR TANZANIA LIMITED** of P.O. Box 611. **HEREBY APPLY** to be issued with a **LEASEHOLD TITLE** in respect of the property referenced above, by virtue of a Long Term Lease Agreement registered on 1st November 2024 with filed document **Title No. 7216 KGLR for 98 years** in our favor.

SEALED with a common **SEAL** of **SAVONOR TANZANIA LIMITED** in
Our presence this... 1st ...day of
November..... 2014



NAME: MATTHIAS ALBERT KUNTZE

SIGNATURE: _____

DATE: 1/11/2024

QUALIFICATION: DIRECTOR

NAME: Juliano Olivier


SIGNATURE: _____

DATE: 1/11/24

QUALIFICATION: DIRECTOR

[Faint, illegible text and stamps, possibly from a registration office or legal authority.]



FILED DOCUMENT No. 104066
REGISTERED ON: 02-12-2024
AT: 01:00 P

Nyiranda
Senior Ass. Registrar of Titles

**THE UNITED REPUBLIC OF TANZANIA
THE COMPANIES ACT [CAP 212. R.E. 2002]
COMPANY LIMITED BY SHARES**


=====
VIJANATZ INDUSTRIES LIMITED BOARD RESOLUTION
=====


Board of Members of the Company above named and held at its registered office in Dar es Salaam on **10th October 2024** at 1600hrs, the following Resolution was passed:

That the company is the registered owner of a bare parcel of land known as **Plot No. 13 Block A, with certificate of Title No. 7276 KGLR, Land Office no. 1216013 situated at mahembe area Kigoma district council measuring 121408 Square metres.**

THE RESOLUTION.

A. That the company shall sublease and shall sign a sublease agreement with an investment company known as **SAVONOR TANZANIA LIMITED**, demising to it **ALL THAT** premises **TOGETHER WITH** the right of access **TO HOLD** unto the said company for a term of **NINETY EIGHTY (98 YEARS)** commencing from **1st November 2024** up to and including **31st November 2122.**

Name: **PETER JOSEPH MASIKA**
Qualification: **Director**
Signature: 
Date: 1st November 2024

Name: **JUMANNE RAMADHANI RUZIGUJE**
Qualification: **Director**
Signature: 
Date: 1st November 2024

(BY ORDER OF THE BOARD)

TANZANIA

THE LAND ACT 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)



Date of Issue: 14.05.2024

Title Number: 7276 KGLR

Land Office Number: 1216013

Land PLOT NO 13 BLOCK A MAHEMBE KIGOMA DISTRICT COUNCIL

Term: NINE-Y NINE YEARS

TITLE No:

REGISTERED ON: 14.05.2024

AT: 01.00P M

Senior Assl. Registrar of Titles



Land Form No. 22

TANGANYIKA STAMP DUTY ACT

Stamp Duty Shs: 104,990/- Paid

On Original Receipt Shs: 924123247495130

of: 02.05.2024

Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 7276KGLR
L.O. No.1216013
KDC/LD/MHB/13/656

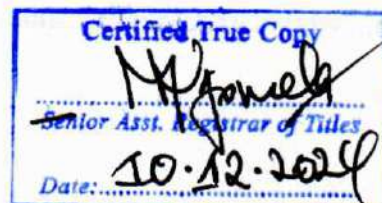
The

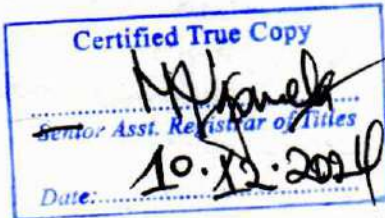
14th of May

Two thousands and Twenty Four.

THIS IS TO CERTIFY that **VIJANATZ INDUSTRIES LIMITED** a limited company incorporated under the Companies ACT, 2002 and having its registered office at Kigoma of P. O. BOX 77874, DAR ES SALAAM (0754260996) (hereinafter called "the Occupier") are entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **ninety nine (99)** years from the first day of **April, Two Thousand and Twenty Four** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution there for or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June 2024, shall hereafter pay rent of shillings **Three Million Eight Hundred Eighty Five Thousand and Fifty Six (Tshs 3,885,056/=)** only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
 - i) 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 responsible for Surveys and Mapping.





- ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
 - iii) Maintain 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 **Kigoma District Council** (hereinafter called "the Authority").
 - iv) At all times during the term of the Right 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").
 - v) Not erect or commence to erect on the land buildings except in accordance with building plans and specifications which shall have been first approved the Authority.
 - vi) Approval of Plans of any buildings erected thereon 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 or modification of any condition in the Right.
3. **USER:** The land and the buildings to be erected thereon shall be used for **Special Industrial** Purposes only. Use Group "N" use classes (b) as defined in the Urban Planning (Use Groups and Use Classes) Regulations, 2018.
 4. The Occupier shall not assign the right within three years of the date hereof without the prior approval of the Commissioner
 5. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
 6. The **President** may revoke the right for **good cause** and in **public interest**.

KIGOMA DISTRICT

INSET SHOWING DETAIL OF PLOT

Locality MAHEMBE

Block 'A'

Plot no. 13

L o no. 1216013

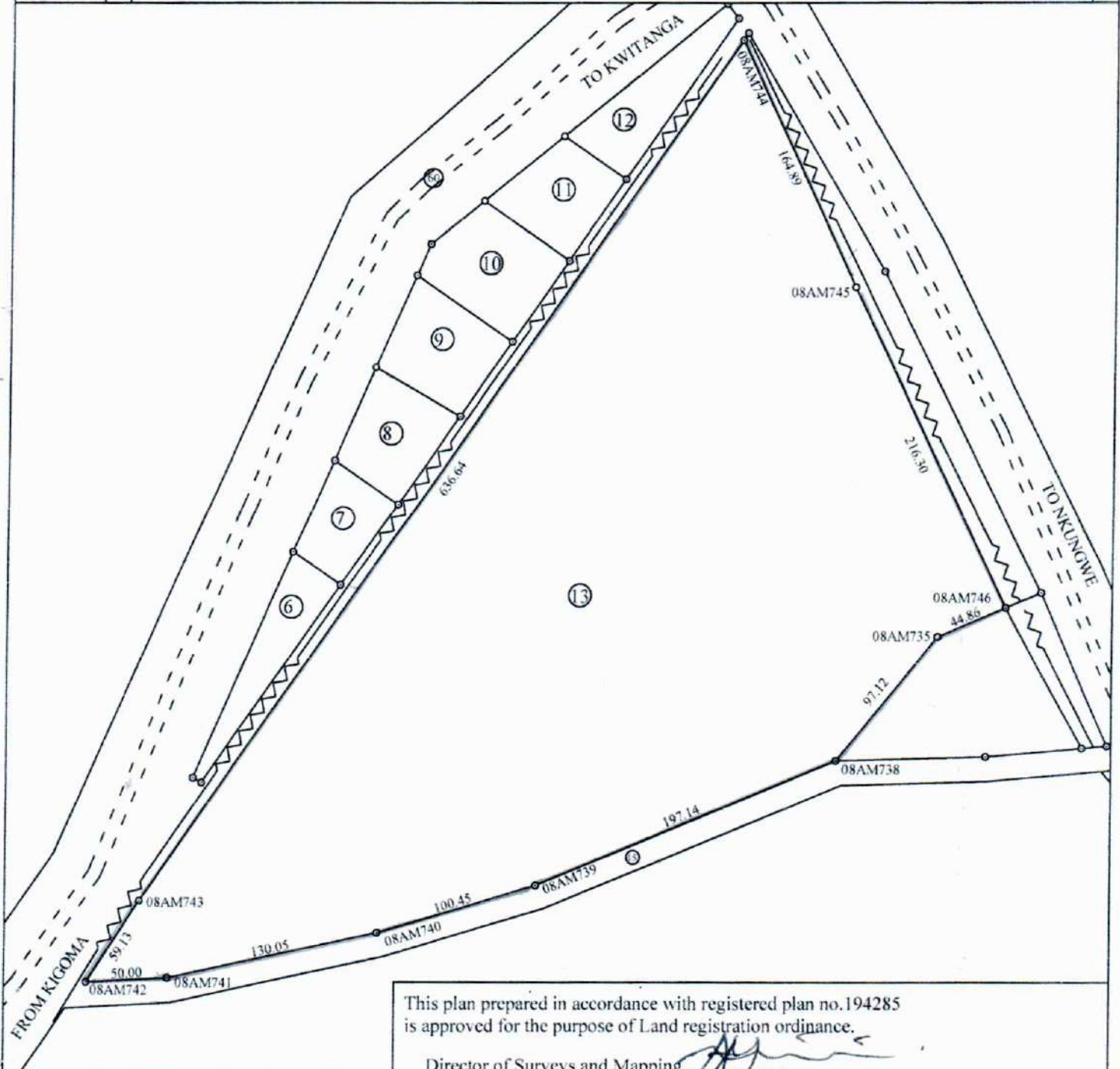
Area 121,408 Sqm



Certified True Copy

[Signature]
Senior Asst. Registrar of Titles

Date: 10.12.2024



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

This plan prepared in accordance with registered plan no.194285 is approved for the purpose of Land registration ordinance.

Director of Surveys and Mapping.....

Date 07.05.2024

Surveys and Mapping Division Ministry of Lands, Housing and Human Settlement Development Dar-es- Salaam



SCHEDULE

All that land known as Farm No. 13 Block 'A' Situated at Mahembe in Kigoma District Council containing **One Hundred Twenty One Thousand Four Hundred and Eight (121,408) Square Meters** shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 194285 deposited at the Office of the Director for Surveys and mapping at Kigoma.

Given under my hand and official seal the day and year first above written.

~~_____~~
ASSISTANT COMMISSIONER FOR LANDS

We, the within named **VIJANATZ INDUSTRIES LIMITED** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the **COMMON SEAL** of the said)

VIJANATZ INDUSTRIES LIMITED and delivered)

in the **presence of us**)

This.....03... day of.....05.....**2024**)

Name.....PETER JOSEPH MACKIKA)

Signature.....[Signature])

Postal Address.....Box 77874 DSM)

Qualification.....DIRECTOR)

Name.....BENEDICTO OSWALD LUVANDA)

Signature.....[Signature])

Postal Address.....P.O. Box 32279 DSM)

Qualification.....Director)

ENTRIES IN THE REGISTER

TITLE NO.

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Asst. Registrar of Titles

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