


x

TITLE 151916  
 REGIA 10.08.2016  
 01:00 M  
  
 Asst. Registrar of Titles

Title No. 151918  
 L.O. NO. 552860  
 LD/TMC/ST/U/17

TANGANYIKA STAMP DUTY ACT.  
 Stamp Duty Shs: 4500/- Paid  
 On Original Receipt Shs: 11985230  
 of: 09.08.2016  
 Stamp Duty Officer

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

TANGANYIKA STAMP DUTY ACT.  
 Duty Shs: 100/- Paid  
 Receipt No: 11985230  
 of: 09.08.2016  
 Stamp Duty Officer

The

21<sup>st</sup>

day of

July

Two thousand and Fifteen

THIS IS TO CERTIFY that VAJSHI JINA MISTRY AND COMPANY LIMITED is a limited liability company incorporated under the Companies Ordinance (Cap 212), and having its registered office in BUKOBA of P.O. BOX 1007, BUKOBA (hereinafter called "the Occupiers") are 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 of thirty three years from the first day of October, One thousand nine hundred eighty nine according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made there-under and to any enactment in substitution therefore or amendment thereof and to the following special conditions:-

1. The Occupiers having paid rent up to the thirtieth day of June 1990, shall thereafter pay rent of shillings one thousand four hundred twelve (Tshs. 1412/=) only 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 1999, 2009 and 2019. or within three years thereafter in each case.
2. Occupiers shall:-
  - (i) 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 Temeke Municipal Council (hereinafter called "the Authority");
  - (ii) 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");
  - (iii) 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;

- (iv) 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 expenses as assessed by the Commissioner 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 or modification of any condition in the Right.

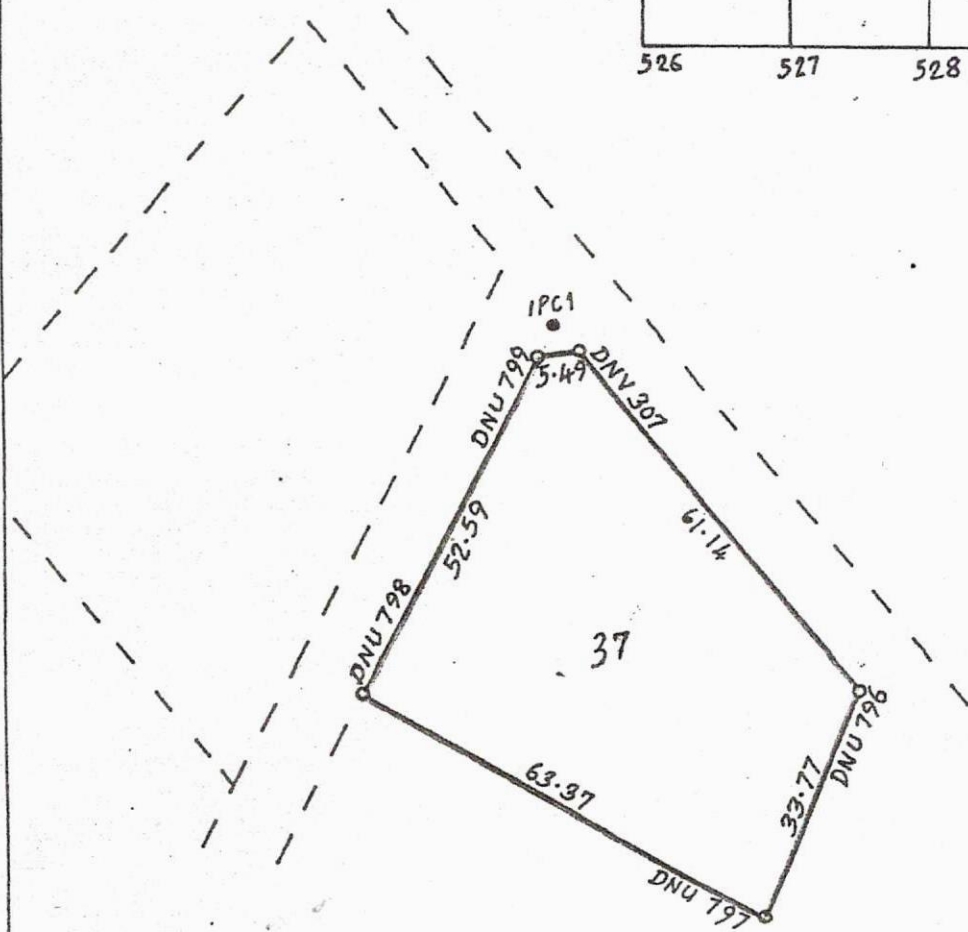
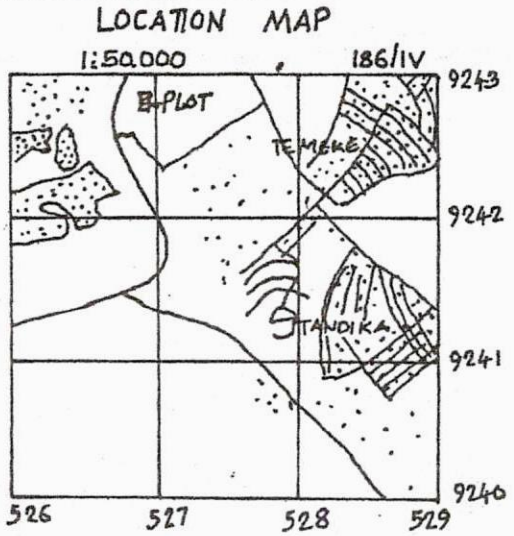
3. (i) The Occupiers shall not subdivide the land or assign, sublet or otherwise dispose of or deal with the whole or any part of it or of any building on it without the previous written consent of the Commissioner PROVIDED that the consent of the Commissioner shall not be necessary; to a single sub-letting 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 Occupiers or Their employees or agents or 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.
5. The Occupiers 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) 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.
6. **USER:** The land and the existing buildings erected thereon shall be maintained and the same shall be used for **Service Trade purposes only**. Use Group 'M' Use Classes (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.
7. The President may revoke the Right for good cause and in public interest.

NATHIBITISHA KWAMBA  
NI NAKALA HALISI  
BULGURUNI MAHAKAMA  
YA MWANZO

**TEMEKE MUNICIPALITY**



LOCATION TEMEKE SERVICE TRADE  
 BLOCK 'U'  
 PLOT No. 37  
 L.O. No. 552860  
 AREA. 2,799 SQM/SQFT



**NATHIBITISHA KWAMBA MTE**  
**NI NAKALA HALISI**  
*[Signature]*  
**BUGURONI MAHAKAMA**  
**YA MWANZO**

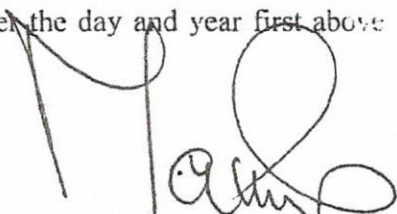
The issue of this plan implies no guarantee or admission of title by the Government.

The plan prepared in accordance with Registered Plan No. 79189 is approved for purpose of the Land Register for ordinance for Director of Surveys and Mapping... *[Signature]* Date 15/06/15  
 Ministry of Lands Human Settlements Development, Barotseland

SCHEDULE

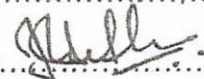
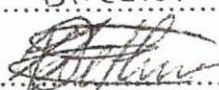
All that land known as Plot No. 37 Block 'U' situated at Temeke Service Trade area in Temeke Municipality containing two thousand seven hundred ninety nine (2799) square meters shown for identification only edged red on the plan attached to this Certificate and defined on the registered survey plan numbered 79189 deposited at the Office of the Commissioner 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.



ASSISTANT COMMISSIONER FOR LANDS

We, the within named VAJSHI JINA MISTRY AND COMPANY LIMITED hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy:

SEALED with the COMMON SEAL of the said )  
VAJSHI JINA MISTRY AND COMPANY LIMITED )  
and DELIVERED )  
in the presence of us this ..... )  
day of 15/6 ..... 2015. )  
Signature:  )  
Postal address: P.O. Box 1007, Bukoba. )  
Tanzania. )  
Qualification: Director )  
Signature:  )  
Postal address: P.O. Box 1007, Bukoba. )  
Tanzania. )  
Qualification: Director )

**KATIWA MWAJUMBA WA  
NYAKALA HAJISI**  
  
**BUGURUNI MAHAKAMA  
YA MWANZO**