

186100/94
23-2-91
10:00 AM
Land Form 33
Asst. Registrar of Titles



TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs. 22/= Paid
and Revenue Receipt No. B2/667654
of 3-2-90 Issued.
Stamp Duty Officer,
L.O. No.

THE UNITED REPUBLIC OF TANZANIA

L.D. No. 104260
TANGANYIKA STAMP DUTY ACT.
Stamp Duty Shs. 44/= Paid
on original Receipt No. B2/667654
of 3-2-90
Stamp Duty Officer

CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

The thirtieth day of February One thousand

nine hundred and ninety one

TITLE No. 186100/94

THIS IS TO CERTIFY that ALI MURAKA KELUA

(hereinafter called "the Occupier") entitled to a Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called ("the Land")) - as - joint tenants/as tenants in common - in equal shares for a term of 30 years from the first day of One thousand nine hundred and according to the true intent and meaning of the Land Ordinance and subject to the provisions there of and to any regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following special conditions:---

1. The Occupier having paid rent up to the thirtieth day of June, 1991, shall thereafter pay rent of Shs. 100,000/- 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 1991 or within three years thereafter in each case.

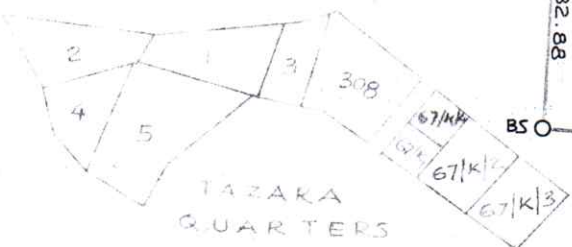
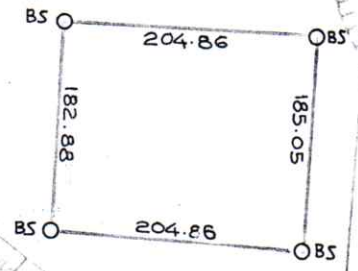
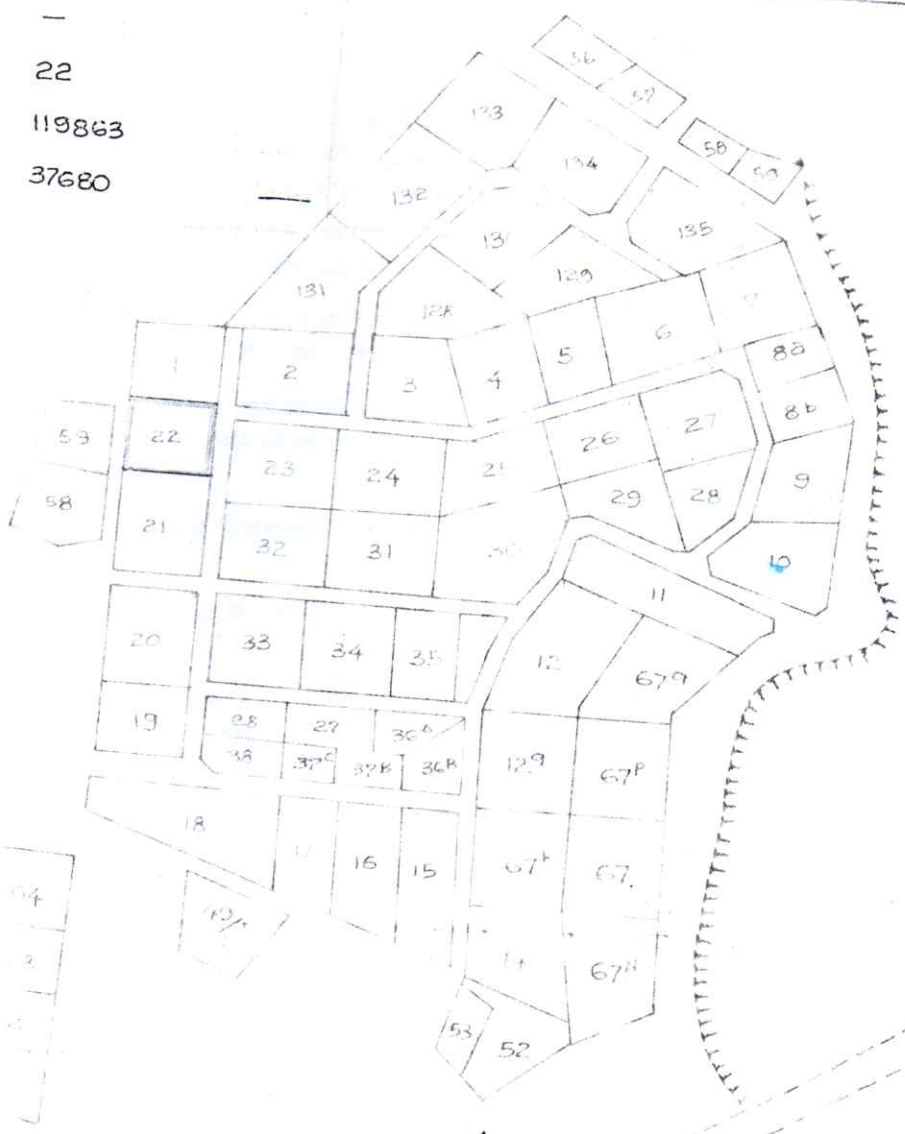
2. The Occupier shall:--
 - (i) Maintain on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the Authority (hereinafter called "the Authority");
 - (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's 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.

DAR ES SALAAM CITY



KURASINI
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 119863
 37680



3148
 27-9-90 3 Cassjande

3 (i) The Occupier 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;

to a sub-letting of the whole of the land or of the whole or any part of any building on it 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 Occupier or his 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 Occupier 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. The land and the buildings erected thereon shall be used for residential purposes only. Use GROUP 'A' Use Classes (a) and (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1954.

7. The President may revoke the Right for good cause or in public interest.

SCHEDULE

ALL that land known as Plot No.22, Kurasini Dar es -
Salaam City Containing thirty seven thousand six hundred and ei-
(37680) square feet shown for identification only edged on the plan attached to this Certificate and defined
on the registered survey plan numbered 3148
for Surveys and Mapping at Dar es Salaam. deposited at the Office of the Commissioner

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

[Signature]
COMMISSIONER
LAND DEVELOPMENT SERVICES
COMMISSIONER FOR LANDS

G P Dem 16853/8-84/5m/1u7

I, the within-named ALI KISAKA KILUA hereby accept the
terms and conditions contained in the foregoing Certificate
of Occupancy.

SIGNED and DELIVERED by the
said ALI KISAKA KILUA who
is known to me personally/
identified to me by JUMA SAIDI
of T/LC Box 2203 DSM
the latter being known to me
personally in my presence this
1st day of December 1990.

Witness's
Signature:..... *[Signature]*

Postal address:..... Box 2203

..... DSM

Qualification:..... Advocate

[Signature]



CERTIFICATE OF TITLE
ISSUED UNDER **SECT 39**

PART I: DESCRIPTION OF THE LAND

Covenants and Conditions, Easements, etc.

District: TEMERKE.
37, 680 SQUARE FEET.
APPLIC. NO. 22. KURASINI.
Situation: DAR ES SALAAM CITY.
Term Expires: 1st SEPTEMBER, 2078.
Rent: SHS. 820/= PER ANNUM
(SUBJECT TO REVISION)

The Estate of the Registered Owner is subject—
The covenants and conditions contained in the Certificate of Occupancy (Filed Document Number: 1861.00/94...)

TITLE NUMBER
1861.00/94

Nature of Estate

RIGHT OF OCCUPANCY

PART II: OWNERSHIP

Date of Registration	Filed Document Number	Name and Postal Address of Registered Owner	Consideration or Declared Value	Initials of Registrar	Date of Registration	Filed Document Number	Nature of Incumbrance	Further Particulars	Initials of Registrar
23.2.1991	-	ALI KISAKA KILUA of P.O. Box 45037, DAR ES SALAAM.	Shs.		21-12-2008	121322	MORTGAGE	Diamond Trust Bank Tanzania Limited of P.O. Box 116 Dar es Salaam. (to secure unspecified amount)	
27-6-06	11204	CONSOLIDATED TRANSFER LIMITED of P.O. Box 42746 D SALAAM.	30,000,000/-		21-12-2008	123413	MORTGAGE	Diamond Trust Bank Tanzania Limited of P.O. Box 116 Dar es Salaam. (to secure unspecified amount)	
					18-06-12	14412	MORTGAGE	STANBIC BANK TANZANIA LIMITED of P.O. Box 78643 DAR ES SALAAM (to secure TENS 1,663,750,000/-) FOR ACCOUNT OF BANK OF COMMERCE LTD, Box 1869 DUSARANI. (to secure unspecified amount)	

PART III: INCUMBRANCES