



Certificate of Title

Number 056107/48

This Certificate of Title is a valuable document and should be kept in a safe place. It must not be mutilated or written upon. It must be produced with any application for the registration of any disposition or transmission of the land.

Any person intending to acquire any estate or interest in the land should search the land registry or require an official search to satisfy himself that no caveat, injunction, order or notice affecting the land has been entered in the land register since this Certificate of Title was issued.

The description of the land appearing in this Certificate of Title is not, nor is the index map or any plan filed in the land registry, conclusive as to the boundaries or extent of the land but indicates the general boundaries only.

TANZANIA

CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

Date of Issue:


Title Number: 056107/48

Land Office Number: 35030

Land: Plot No. 170 Farm 181/182 Moshi Township.

Term: Thirty-three years.

FILED DOCUMENT No. 056107/48
 REGISTERED 6-3-75
 Land Form 32
 at 11.30 A.M.
Sahuma
 Asst. Registrar of Titles



Stamp Duty Shs. 20/- Paid
 and Revenue Receipt No. 147700
 of 21-10-74 issued. L.O. No. 35030
Sahuma
 Asst. Registrar of Titles 75230

THE UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

The 25th day of February One thousand
 nine hundred and seventy-five.

TITLE No. 056107/48

THIS IS TO CERTIFY that CHARAN SINGH BHAMBRA, AWTAR SINGH BHAMBRA
 AND BALBIR SINGH BHAMBRA ALL OF P.O. BOX 117, MOSHI.

(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") ~~as joint-tenants~~ as tenants in common in equal shares for a
 term of thirty-three years from the first----- day of

July--- One thousand nine hundred and seventy-four

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 ^{V3860} having paid rent up to the thirtieth day of June 1975 shall thereafter
 pay rent of Shillings Nine hundred thirty (Shs. 930/-)-----
 ----- 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 1984, 1994 and 2004----
 ----- or within three years thereafter in each case.

2. The Occupiers ^{V3860} shall:—

- (i) Erect 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 Moshi District Development Council----- (hereinafter called "the Authority").
- (ii) By the thirty-first day of December----- 1974 submit to the Authority such plans for the buildings (including block plans showing the position of the buildings) and such drawings, elevation and specifications of them as will satisfy the Authority and as are in accordance with the building condition in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;
- (iii) Within six months from the date of notification by the Authority of approval of the plans and specifications referred to in sub-paragraph (ii) above begin building on the land in accordance with such plans and specifications;
- (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirtieth----- day of----
June----- 1977;
- (v) At all times during the term after the thirtieth----- day of----
June----- 1977, 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");

(vi) 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 as hereinbefore provided;

(vii) 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.

3.—(i) The Occupier^{v232.0}s 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 after condition 2(iv) has been complied with by the Occupier 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^s or **their** employees agents 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(i). Any dealing or agreement (other than a mortgage or charge) entered into before compliance with condition 2(iv) will not receive consent except in special circumstances of which the Commissioner shall be the sole judge.

5. The Occupier^s shall pay to the Minister on demand made by the Commissioner on his behalf:—

^{v32.0} (i) any further fees or stamp duties which may be discovered to be payable by the Occupier^s 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 or to be erected on the land shall be maintained in good order and repair and shall be used for Special Industrial purposes only as defined in Use Group 'N' of the Town and Country Planning (Use Classes) Regulations, 1960.

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

MOSHI TOWNSHIP



INSET SHOWING DETAILS OF PLOT

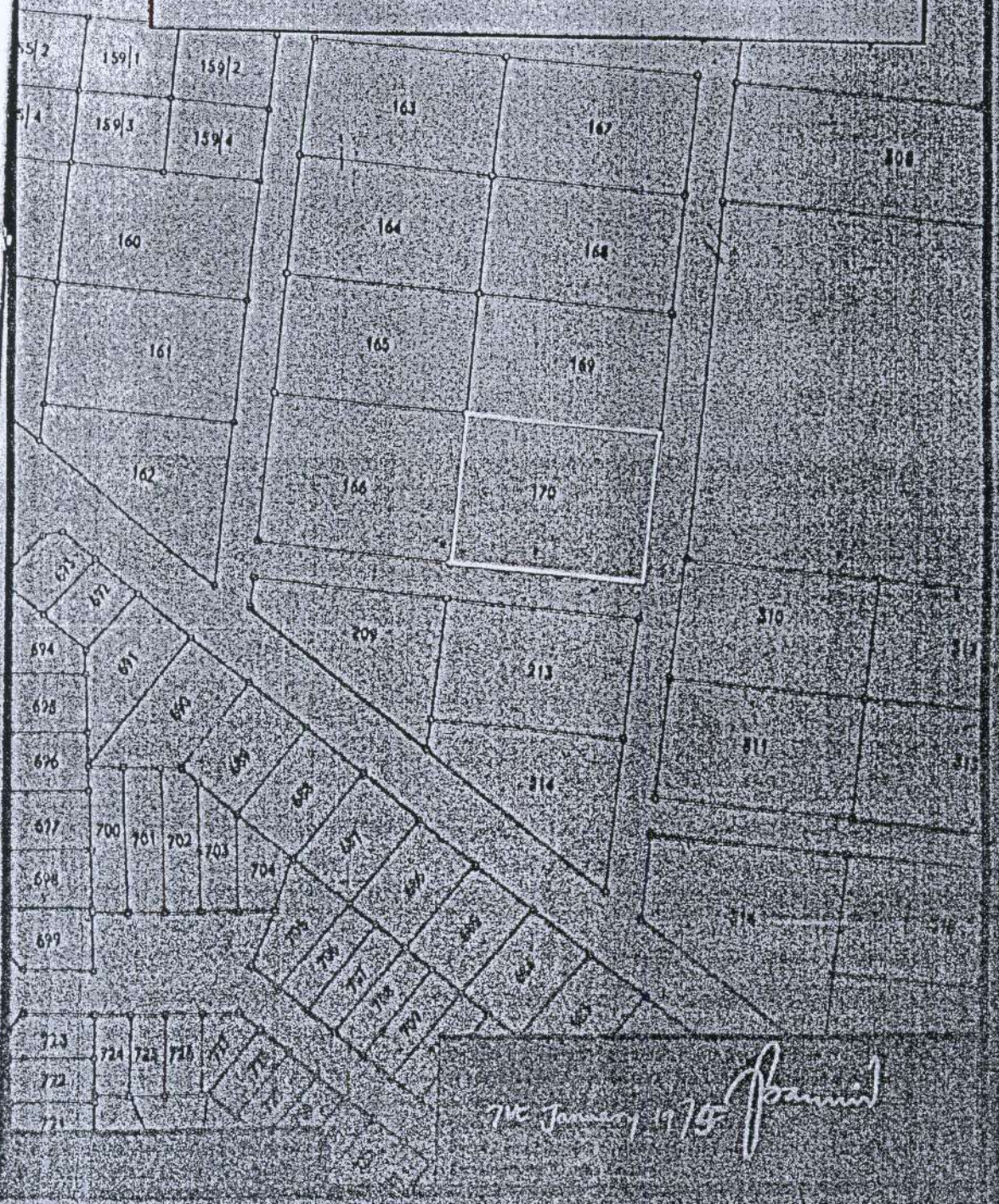
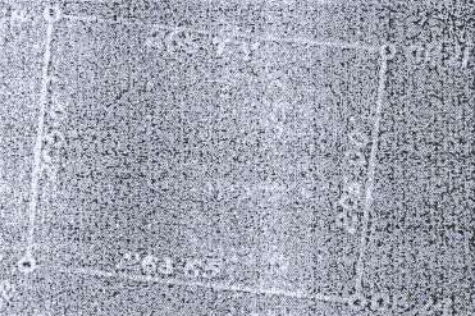
Locality FARM 181/182

Block

Plot No. 170

L.O. No. 501/50

Area ... 3,700 Sq. M.



7th January 1975 *Joachim*

SCHEDULE

All that land known as Plot No. 170 Farm 171/182 Moshi Township containing area of fifty four thousand sixty (54,060) square feet shown for identification only edged on the plan attached to this Certificate and defined on the registered survey plan numbered 7036 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.



[Handwritten signature]

COMMISSIONER FOR LANDS

We the within-named CHARAN SINGH BHAMBRA, ANWAR SING BHAMBRA AND BALBIR SINGH BHAMBRA hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said CHARAN SINGH BHAMBRA who is known to me personally/~~identified to me~~ by ~~the latter being known to me personally~~ in my presence this 18th day of February 1975.

H. S. Bhanna

Signature: *[Signature]*

Postal Address: P.O. Box 97, MOSHI

Qualification: LAND OFFICER GRADE II

SIGNED and DELIVERED by the said ANWAR SINGH BHAMBRA who is known to me personally/~~identified to me~~ by ~~the latter being known to me personally~~ in my presence this 18th day of February 1975.

[Signature]

Signature: *[Signature]*

Postal Address: P.O. Box 97, MOSHI

Qualification: *[Signature]*

F.T.O.

SIGNED and DELIVERED by the said
BALBIR SINGH BHAMERA who is
~~known to me personally/identified~~
to me by *Awtar Singh Bhamera*

Balbir Singh

the latter being known to me
personally in my presence
this *18th* day of *February*
1975.

Signature:.....*[Signature]*
Postal Address:.....*P.O. Box 97*
.....*MOSHI*.....
Qualification:.....*LAND*.....

TANGANYIKA
LAND REGISTRY INDEX MAP
MOSHI

BLOCK

056107

Edition

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