

TANZANIA

Land Form 51

# CERTIFICATE OF OCCUPANCY

*(Issued under Section 9 of the Land Ordinance)*


Date of Issue:

Title Number: 6682 LAND REGISTRY - MOSHI

Land Office Number: 121236.

Land: PLOT NO.556 BLOCK 'X' AREA 'F' ARUSHA MUNICIPALITY.

Term: NINETY NINE YEARS.

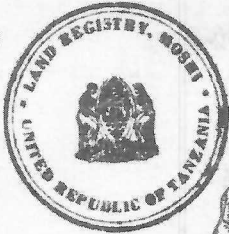
  
Certified as True Copy of the Original  
**Neema Mtayanguwa**  
Advocate, Notary Public & Commissioner  
for Oaths



Sign: NPM 24

Date: 23/04/2024

TITLE No. 6682  
 REGISTERED ON  
6-2-1990  
 at 8.00 a.m.  
 Land Form No. 2  
 Ass't Registrar of Titles



Stamp Duty Shs. 100/= Paid  
 and Revenue Receipt No. 386998  
 of 21-1-88 issued.  
 Ass't Registrar of Titles



L.D. No. AR/3512  
 Stamp Duty Shs. 1590/= Paid  
 on Original Revenue Receipt No. 386998 of 21-1-88  
 Ass't Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA

**CERTIFICATE OF OCCUPANCY**

(Section 9 of the Land Ordinance)

The 30<sup>th</sup> day of January One thousand  
 nine hundred and ninety.

TITLE No. 6682, LAND REGISTRY - MOSHI

THIS IS TO CERTIFY that RANGER SAFARIS LIMITED OF P.O. BOX 9, ARUSHA  
 a limited liability company incorporated in Tanzania under companies  
 Ordinance Cap. 212

(hereinafter called "the Occupier") is 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 ninety nine years from the first day of

January, One thousand nine hundred and eighty eight  
 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 Occupier having paid rent up to the thirtieth day of June, 1988, shall thereafter  
 payment of shillings thirty one thousand one hundred and twenty five  
(Shs. 31,125/=) 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 1998, 2008, 2018, 2028, 2038,  
 2048, 2058, 2068 and 2078 or within three years thereafter in each case
2. The Occupier 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 Arusha municipal council  
 (hereinafter called "the Authority");
  - (ii) By the thirtieth day of June, 1988, submit to the  
 Authority such plans for the buildings (including block plans showing the position of the  
 buildings) and such drawings, elevations 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 thirty first day of December, 1990;
  - (v) At all times during the term after the thirty first day of December, 1990, 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");

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 Advocate, Notary Public & Commissioner  
 for Oaths  
 Sign: [Signature]  
 Date: 02/04/2024

(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 of modification of any condition in the Right.

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 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 of buildings on it by any person other than the Occupier 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 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. There shall be built on the land buildings in permanent materials and the same shall be used for residential purposes use group 'B' use class (b) and commercial purposes use group 'D' use class (a) and use group 'C' use class (a) and use group 'M' use class (a) as defined in the town and country planning (use classes) regulations, 1960.

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

  
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for Oaths  
Sign:   
Date: 23/04/2024

**SCHEDULE**

ALL that land known as plot no.556 block 1st area of prusha municipality containing one decimal point eight five (1.85) hectares ----- square-feet shown for identification only edged on the plan attached to this Certificate and defined on the registered survey plan numbered 22673 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.

*[Signature]*  
**COMMISSIONER  
LAND DEVELOPMENT SERVICES**  
COMMISSIONER FOR LANDS

G P Dem 10838/6-84/5m/1u1

WE, the within-named RANGER SAFARIS LIMITED hereby accept the terms and conditions contained in the foregoing certificate of occupancy.

SEALED with the COMMON SEAL of )  
the said RANGER SAFARIS LIMITED )  
and delivered in the presence )  
of us this 11th day of )  
January 1990. )

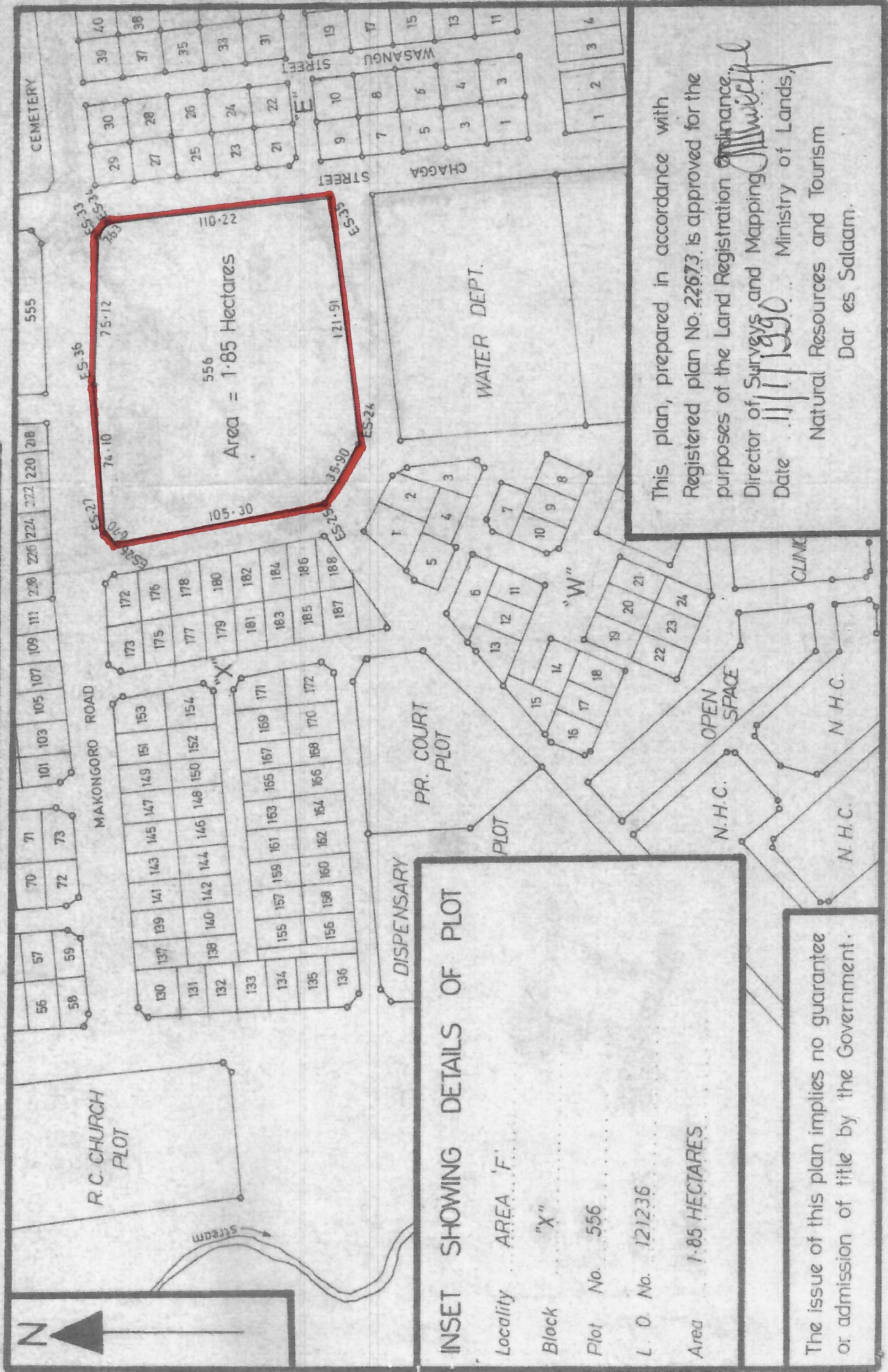
signature: *[Signature]* )  
postal address: Box 9 )  
ARUSHA )  
qualification: DIRECTOR )

signature: *[Signature]* )  
postal address: Box 9 )  
Arusha )  
qualification: DIRECTOR )



**Neema Mtayangulwa**  
Advocate, Notary Public & Commissioner  
for Oaths  
Sign: *[Signature]*  
Date: 21/04/2024

# ARUSHA MUNICIPALITY



**INSET SHOWING DETAILS OF PLOT**

Locality ... AREA 'F' ...  
 Block ... "X" ...  
 Plot No. 556  
 L. O. No. 121236  
 Area 1.85 HECTARES

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

This plan, prepared in accordance with Registered plan No. 22673, is approved for the purposes of the Land Registration Ordinance.

Director of Surveys and Mapping *[Signature]*  
 Date 11/1/1990 Ministry of Lands, Natural Resources and Tourism  
 Dar es Salaam.