

3612-DLR

1 DEC 1985

2:300 a

Land Form 32  
Mwanjaleu



20/-

174962 6-3-85

L.O No. 71876.

MBR/5745.

174962

THE UNITED REPUBLIC OF TANZANIA

### CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

The 28<sup>th</sup> day of August One thousand nine hundred and eighty five.

TITLE No. 3612-DLR

THIS IS TO CERTIFY that NEMIL JATANDWALE MWASONGWE OF P.O. BOX 500 MBYA

(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 Thirty three years from the First day of

January One thousand nine hundred and eighty five 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 thereof or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 1985, shall thereafter pay rent of Shillings Three hundred ninety five (Shs. 395/=) 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 1995, 2005 and 2015 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 Mboya Municipal Council (hereinafter called "the Authority");
- (ii) By the Thirtieth day of June 19 85, 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 19 87;
- (v) At all times during the term after the Thirty first day of December 19 87 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 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 the land where the sub-lease or sub-letting 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 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. Only one main building together with the usual and necessary outbuildings shall be built on the land and the same shall be used for Residential purposes. Use Group 'A', Use Classes (a) and (c) 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.

# MBEYA CITY

## PLAN SET SHOWING DETAILS OF PLOT

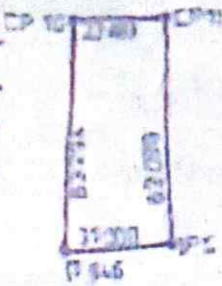
LOCATION MWAKIBETE AREA

BLOCK X

PLOT NO 1000

L.O. NO 71876

AREA 1709 SQ M



The issue of this plan implies no guarantee for allocation of title by the Government.

This plan prepared in accordance with Registered Plan No. 10230. It is approved for the purposes of the Land Registration Act, 1962.  
 Director of Survey and Mapping  
 17/5/1976  
 Ministry of Lands and Natural Resources  
 Dar es Salaam

**SCHEDULE**  
ALL that land known as plot No. 1000, Block 'X', Mwakibete Area, Mbeya Municipality containing One thousand seven hundred twenty one (1,721) metres square ~~shown~~ for identification only edged on the plan attached to this Certificate and defined on the registered survey plan numbered 19970 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]*  
Director of Land Development Services  
**COMMISSIONER FOR LANDS**

I, the within-named **NIMIL JANANDWALE MWASONGWE** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said **NIMIL JANANDWALE MWASONGWE** who is known to me personally/identified to me by

*[Signature]*

~~the latter being known to me personally in my presence~~  
this 1st day of July 1985.

Witness's Signature: *[Signature]*

Postal Address: P.O. Box 215, Mbeya

Qualification: Land Officer

In this document every reference to the Commissioner for Land Development Services, the Commissioner for Survey and Mapping and Construction and the Director of Land Development Services and "Director of Survey and Mapping" respectively.

LAND REGISTRY, MBEYA  
TRANSFER

Filed Document No. 15020-MBYLR

Date of Registration 2-4-2012 9:00am

To SAFARI FRANCIS  
MWIGENA OF P.O. Box  
2204 MBEYA  
(CONS TSHS  
2,000,000/-)

Senior Asst. Registrar of Titles

RENEWAL OF A R/O  
32128-MBYLR

24-10-2019 12:00 AM

RENEWED TERM OF 33 YEARS  
WITH EFFECT FROM THE  
1<sup>ST</sup> DAY OF JANUARY, 2018.

Senior Asst. Registrar of Titles

LAND REGISTRY, MBEYA  
MORTGAGE

Filed Document No. 18953-MBYLR

Date of Registration 7-3-2014 9:00am

To GODWIN GOSFREY  
LUTALLO OF P.O. Box  
1482 MBEYA  
(CONS TSHS  
6,000,000/-)

Senior Asst. Registrar of Titles

LAND REGISTRY, MBEYA  
MORTGAGE

Filed Document No. 32676-MBYLR

DISCHARGED UNDER FD NO. 34477-MBYLR OF 16-03-2020 09:00 a.m.

To TIB CORPORATE BANK LIMITED.  
(TO SECURE TSHS 810,000,000/-)

Asst. Registrar of Titles

LAND REGISTRY, MBEYA  
MORTGAGE

Filed Document No. 20023-MBYLR

DISCHARGED UNDER FD NO. 23004-MBYLR OF 09-10-2014 09:00 a.m.

To NATIONAL BANK OF COMMERCE  
LIMITED  
(TO SECURE UNSPECIFIED AMOUNT)

Asst. Registrar of Titles

LAND REGISTRY, MBEYA  
CHANGE OF NAME

Filed Document No. 34476-MBYLR

DISCHARGED UNDER FD NO. 34477-MBYLR OF 16-03-2020 09:00 a.m.

To TANZANIA COMMERCIAL  
BANK PLC  
(TO SECURE TSHS 810,000,000/-)

Asst. Registrar of Titles

LAND REGISTRY, MBEYA  
MORTGAGE

23333-MBYLR

DISCHARGED UNDER FD NO. 32127-MBYLR  
21-04-2016 09:00 A.M.

REGISTERED ON 24-10-2019 AT 12:00 AM

TIB CORPORATE BANK  
LIMITED  
(TO SECURE TSHS 520,000,000/-)

Asst. Registrar of Titles

LAND REGISTRY, MBEYA  
MORTGAGE

Filed Document No. 35228-MBYLR

Date of Registration 07-02-2003 10:17

To CRDB BANK PLC  
(TO SECURE UNSPECIFIED A  
UNT)

Senior Asst. Registrar of Titles