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TANZANIA

Land Form 51

CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

Date of Issue:

Title Number: 10329 LAND REGISTRY, MOSHI

Land Office Number: 149733

Land: Plot No.147,Block 'L' Section II,Moshi Municipality

Term: ninety nine years

T
Certified True Copy of the Original
Jane James
Advocate, Notary Public & Commissioner
for Oaths
Date: 26/6/2025

Land Form 12
Machilim
Asst. Registrar of Titles



Issued. No. 149733
Machilim
Asst. Registrar of Titles
11/11/147

Duty Shs. Paid
Original Revenue Receipt No.
of
Machilim
Asst. Registrar of Titles

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

The twentieth day of September One thousand
nine hundred and ninety three

Title No. 10329 LAND REGISTRY, MOSHI

THIS IS TO CERTIFY that DR. JONAS PAUL KIPOKOLA OF P.O. BOX 924 WILSON ROAD, MACHILIM

Jane James
Advocate, Notary Public & Commissioner
for Oaths
Sign: [Signature]
Date: 26/6/2005

(hereinafter called "the Occupier") is entitled to a Right of Occupancy called "the Right" in and over the Land described in the Schedule 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

July One thousand nine hundred and ninety three 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, 19 94 shall thereafter pay rent of Shillings eleven thousand nine hundred (shs 11,900/=) 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 2003, 2013, 2023, 2033, 2043, 2053, 2063, 2073 and 2083 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 Moshi Municipal Council (hereinafter called "the Authority");
 - (ii) By the thirty first day of December 19 93, 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 _____ day of _____ 19 96; thirtieth day of _____ 19 96;
 - (v) At all times during the term after the thirtieth day of _____ 19 96, 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 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 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.

The buildings to be erected on the land shall be used for shopping centre use Group 'D' Use classes (a)(b) and (c), Residential Apartments Use Group 'B' Use class (d), Swimming Pool Use Group H Use class (b) and Souvenir Centre as defined in the Town and Country (use classes) Regulations 1960.

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

MOSHI MUNICIPALITY

INSET SHOWING DETAILS OF PLOT
LOCALITY SECTION II

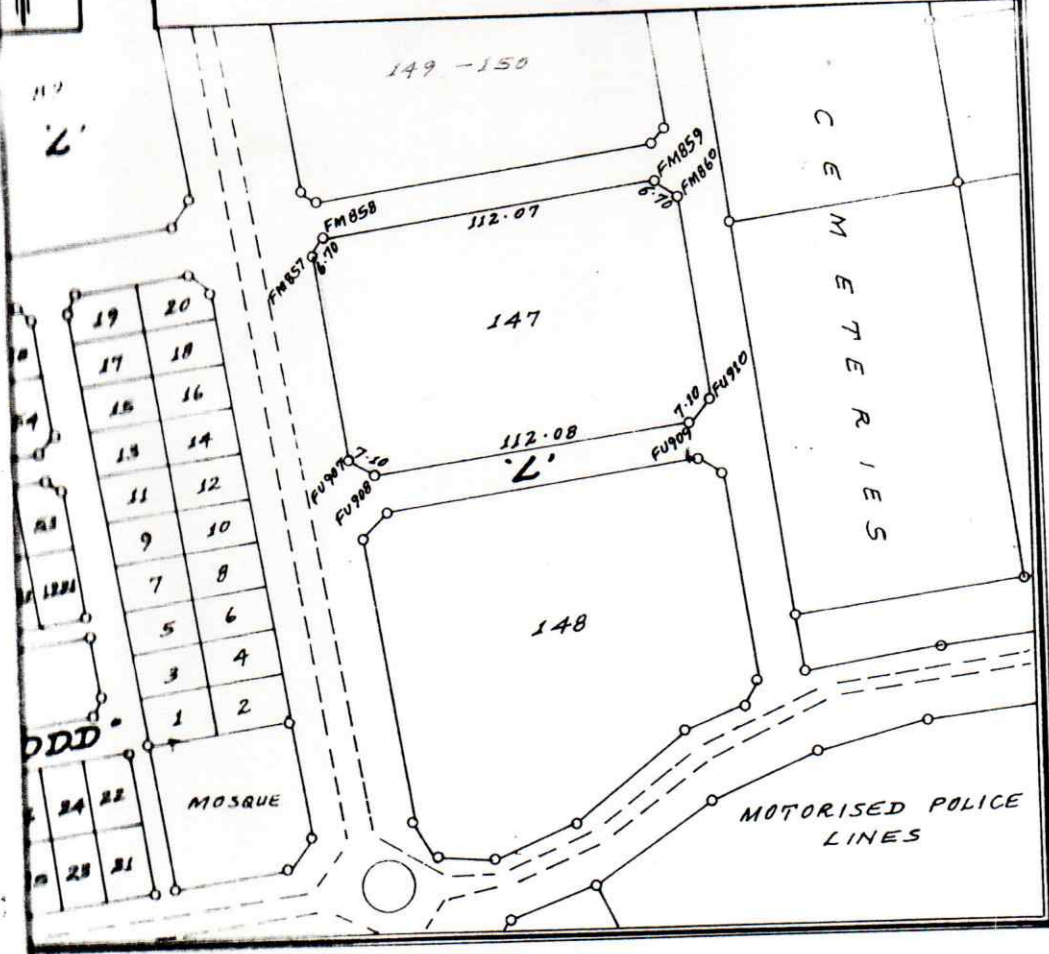
BLOCK 'L'

PLOT NO. 147

L.O. NO. 149733

AREA 8716 Sq.m.

Certified True Copy of the Original
Jane James
Advocate, Notary Public & Commissioner
for Oaths
Sign: *[Signature]*
Date: 26/6/2025



This plan, prepared in accordance with Registered Plan No. 265
is approved for the purpose of the Land Registration Ordinance
by the Director of Surveys and Mapping. *[Signature]* Date 27/8/2025
Ministry of Lands, Housing and Urban Development.

This plan implies no guarantee of title by the Government

SCHEDULE

All that land known as Plot No. 147, Block 'L' Section II, Moshi Municipality containing eight thousand seven hundred and sixteen (8716) square metres square feet shown for identification only edged on the plan attached to this Certificate and defined in the registered survey plan numbered 26539 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.

COMMISSIONER FOR LANDS

I, the within named DR. JONAS PAUL KIPOKOLA hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said)
DR. JONAS PAUL KIPOKOLA who is)
known to me ~~personally/identified~~)
~~to me by:~~)

~~the latter being known to me~~)
personally in my presence)
this 11th day of September)
1993

Name..... Herbert M. Lyimo)
Signature..... [Handwritten Signature])
Postal Address.....)
Qualification..... Advocate)

