

TANZANIA

109

### CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

Date of Issue:

Title Number: 25009

Land Office Number: 51435.

Land: *A plot for Morogoro Hotel Limited Kwangasowe Road*  
~~Plot No. Five point six four five District Morogoro Township.~~

Term: *Ninety Nine Years*

TITLE NO. 25009  
REGISTERED  
22-10-80  
Land Form 32  
at 9:00 A.M.

*Abdullah J. Ouma*  
Registrar of Titles



TANZANIA STAMP DUTY ACT  
Stamp Duty Shs. 20/= Paid  
and Revenue Receipt No. 587603 L.O. No. 51485.  
21-12-78 Issued.  
*Abdullah J. Ouma*  
Stamp Duty Officer No. 88952.

THE UNITED REPUBLIC OF TANZANIA TANZANIA STAMP DUTY ACT

### CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

Stamp Duty Shs. 470/=  
on original Receipt No. 587603  
of 21/12/78  
*Abdullah J. Ouma*  
Stamp Duty Officer

The 21<sup>st</sup> day of October  
nine hundred and eighty.  
TITLE No. 25009

THIS IS TO CERTIFY that **MOROGORO HOTEL LIMITED** a limited liability company, Registered in Tanzania and having its registered Office in Dar es Salaam OF P.O. BOX 5350 DAR ES SALAAM.

(hereinafter called "the Occupier") 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 Ninety nine years from the First day of October One thousand nine hundred and seventy 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, 19 79, shall thereafter pay rent of Eighteen thousand nine hundred and ninety shillings (Shs. 18,990/=) 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 1989, 1999, 2009, 2019, 2029, 2039, 2049, 2059 and 2069 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 Morogoro Town Council (hereinafter called "the Authority");
  - (ii) By the Thirty first day of March 1979, 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 Thirtieth day of September 1981;
  - (v) At all times during the term after the Thirtieth day of September 1981, 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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- (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 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 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. Only one main building together with the usual and necessary out-buildings shall be built on the land and the same shall be used for Commercial and Residential purposes only; Use Group 'B'; Use Classes (a) and (b); Use Group 'C'; Use Class (c); Use group 'H'; Use Class (b) 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.

*Rwengasowe Road near*

**SCHEDULE**

*Plot for Morogoro Hotel Limited*

*attached*  
*attached*

ALL that land known as ~~Plot No.~~ Five point six four five (5.645) Hectares Morogoro Township square feet shown for identification only edged on the plan attached to this Certificate and defined on the registered survey plan numbered 17951 deposited at the Office of the Commissioner for Surveys and Mapping at Dar es Salaam.

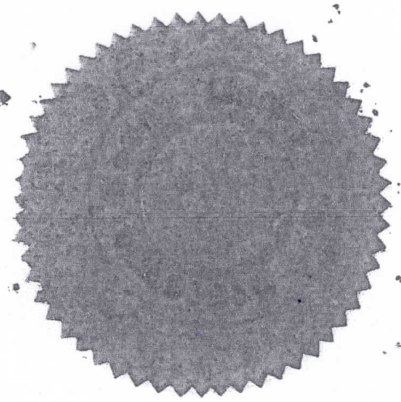
GIVEN under my hand and seal and by Order of the Minister the day and year first above written.

*(Signature)*

**DIRECTOR  
LAND DEVELOPMENT SERVICE  
COMMISSIONER FOR LANDS**

The within-named MOROGORO HOTEL LIMITED hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL  
by the said OF MOROGORO  
HOTEL LIMITED and delivered  
in our presence of us  
this *21<sup>st</sup>* day of  
*May*, 1980.



Signature: *(Signature)*

Postal Address: *P.O. Box 2478*

*Dar es Salaam*

Qualification: *Director*

Signature: *(Signature)*

Postal Address: *P.O. Box 2478*

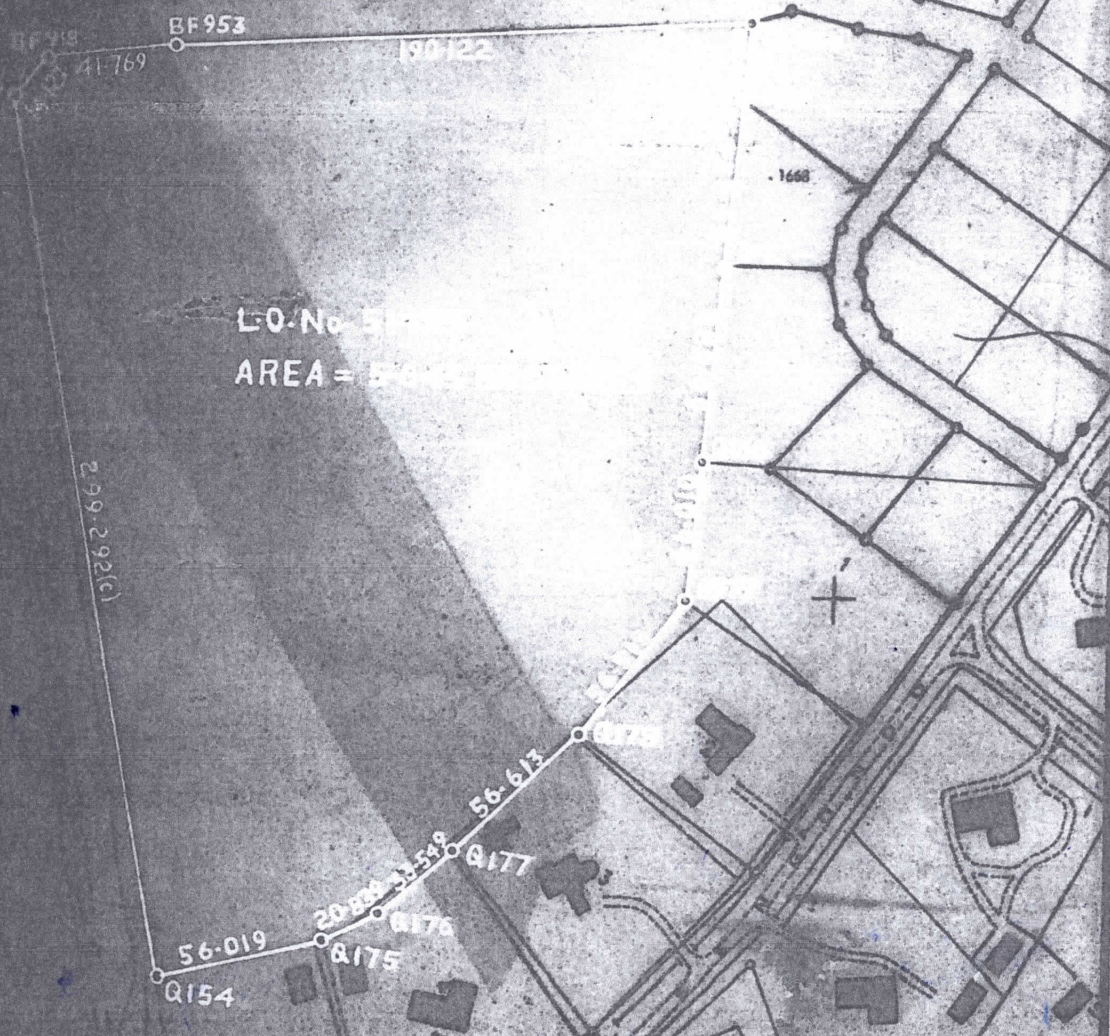
*Dar es Salaam*

Qualification: *Secretary*

# MOROGORO TOWNSHIP

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LOCATION: RWANGASORWE-ROAD  
PLOT:  
DT No. MOROGORO HOTEL  
S. No. 51485  
AREA 5.645 HECTARES. SQM



L.O. No. 51485  
AREA = 5.645 HECTARES

... prepared in accordance with Registered Map No. 17951  
... for the purposes of the Land Registration Ordinance

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Filed Document No. 81569

Date of Registration 23/9/1991 time 10.30 A.M.

THE BOARD OF TRUSTEES OF THE NATIONAL PROVIDENT FUND

(TO SECURE SH. 2,000,000/-)

*[Signature]*

Senior Asst. Registrar of Titles

LAND REGISTRY DAR-ES-SALAAM MORTGAGE

Filed Document no 84198

Date of Registration 7/4/93 time 9.50 A.M.

TANZANIA HOUSING BANK (TO SECURE 7,000,000/-)

*[Signature]*

Senior Asst. Registrar of Titles

84510

ED - FD NO. 10  
29-6-93 10.25 A.M.

THE NATIONAL BANK OF COMMERCE

Secure: unspecified amount.

*[Signature]*

REGISTRAR OF TITLES