

CAP. 99.

THE LAWS OF ZANZIBAR

CHAPTER 99

REGISTRATION OF DOCUMENTS

(PRINCIPAL LEGISLATION)

CHAPTER 99**REGISTRATION OF DOCUMENTS****ARRANGEMENT OF SECTIONS**

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A Decree to make provision for the Registration of Documents

[29TH DECEMBER, 1919.]

19 of 1919.
Cap. 86,
1922.
Cap. 111,
1934.
10 of 1944.
19 of 1945.
26 of 1953.
Short title.

1. This Decree may be cited as the Registration of Documents Decree.

2. In this Decree—

Interpreta-
tions.

“immovable property” includes land, quarries, buildings, rights of way, lights, fisheries, and any other benefit to arise out of land; also things attached to the earth or permanently fastened to anything which is attached to the earth, but not growing crops or grass;

“minor” means a person, who according to the personal law to which he is subject, has not attained his majority;

“representative” includes the guardian of a minor, the attorney of a woman who is hijabiya, and the committee or other legal guardian of a person who is of unsound mind;

“signature” and “signed” include and apply to the fixing of a thumb-print or other mark approved by the Registrar of Documents.

28 of 1953,
s.2.

3.—(1) The British Resident may appoint a Registrar of Documents, who shall throughout the Protectorate perform the duties of a Registrar of Documents under this Decree, and generally superintend the carrying out of the provisions thereof.

Power of
British
Resident
to appoint
Registrars
and Deputy
Registrars.
10 of 1944,
s.2.

(2) The British Resident may also appoint as many Deputy Registrars of Documents as he may think fit who shall, under the superintendence of the Registrar of Documents, exercise such powers and perform such duties of the Registrar of Documents, and within such areas, as shall be specified in their notices of appointment.

(3) For the purpose of this Decree references to the Registrar shall, within the scope of their powers, and in respect of the areas, specified in their notices of appointment, include references to Deputy Registrars.

Documents
registration
whereof is
compulsory.
10 of 1944,
s.3.

4.—(1) No document executed after the 1st day of January, 1920, or decree or order of any court (including a certificate of sale) or award, passed or made on or after the 1st day of January, 1945, purporting or operating to create, declare, assign, limit, or extinguish any right, title, or interest, whether vested or contingent to, in, or over immovable property in Zanzibar, except such documents as are of a testamentary nature, shall affect any immovable property comprised therein or be received as evidence in any civil proceedings of any transaction affecting that property unless it has been registered as hereinafter prescribed:

Cap. 150.

Provided that an unregistered document affecting immovable property and required by this Decree or the Transfer of Property Decree to be registered may be received as evidence—

- (a) of a contract in a suit for specific performance where such suit lies; or
- (b) of part performance of a contract relating to immovable property where such part performance would otherwise be receivable as evidence of the existence of the contract; or
- (c) of any collateral transaction not required to be effected by registered instrument.

(2) The receipt by a mortgagee of the whole amount of the money due in respect of a mortgage shall be deemed to be an act purporting to extinguish the right, title or interest of the mortgagee to, in, or over the immovable property which was the subject of the mortgage, and if such act is required to be in writing, that document comes within the provisions of this section:

Provided that nothing in this subsection contained shall render invalid or inadmissible in evidence any document executed before the 1st day of January, 1934, which would be valid and admissible in evidence but for the provisions of this subsection.

Documents
executed
before
1st January,
1920,
and after
28th Novem-
ber, 1893.

5. If under the enactments in force relating thereto the registration of any document executed before the 1st day of January, 1920, but since the 28th day of November, 1893, was compulsory, such document shall not affect any immovable property comprised therein or be received as evidence in any civil proceeding of any transaction affecting that property unless it was duly registered.

Documents
registration
whereof is
optional.
10 of 1944,
s.4.

6. Notwithstanding the provisions of section 4 it shall not be necessary to register any of the following documents:—

- (a) composition deeds;
- (b) any indorsement on a mortgage deed acknowledging the payment of any part of the mortgage money and any other receipt for payment of money due under a mortgage when such indorsement or receipt does not extinguish the mortgage;
- (c) any document which merely creates a right to obtain any other document;
- (d) a lease of property for a year or less.

7. Documents the registration whereof is compulsory shall, as regards the property comprised therein, rank in priority according to the order in point of time in which they shall have been presented for registration: Priorities.

Provided nevertheless that this section shall not affect the priority of any document executed before 10th August, 1918, if presented for registration within thirty days after such date.

8. Documents other than those referred to in section 4 may be registered at the option of the person holding the same, provided that the Registrar may refuse to register any such document for reasons to be stated by him in writing. Optional registration.

9.—(1) For the purpose of registration, the instrument shall be brought to the office of the Registrar and if the Registrar requires the instrument to be left he shall give a receipt for the same, which receipt must be produced when the instrument is applied for after registration. Procedure.

(2) In the event of a receipt being lost, the Registrar may deliver the document to the owner or his duly authorised agent upon being satisfied as to the applicant's right thereto, and he may also require a reasonable indemnity before delivering the document.

10.—(1) The Registrar may, in his discretion, refuse to accept for registration any document in which any interlineation, blank, erasure or alteration appears, unless such interlineation, blank, erasure or alteration is attested with the initials of the persons executing the document. Power to refuse registration.

(2) If the Registrar accepts such document he shall at the time of registering the same make a note in the register of such interlineation, blank, erasure or alteration.

(3) The Registrar shall refuse to register any document purporting to be a mortgage, charge, conveyance (including a reconveyance in extinguishment of a mortgage), or transfer of, or discharge of a mortgage on immovable property unless such document is in a form similar to the appropriate prescribed form or has been prepared by a Government officer acting in his official capacity or by an advocate. 28 of 1953, s.3.

11. If the document produced for registration is not in the Arabic, English, Gujarati, Hindustani, or Swahili language it must be accompanied by a translation into one of those languages, certified to the satisfaction of the Registrar, and also by a true copy of the original document. Translation of documents in specified languages.

12. No non-testamentary document relating to immovable property, shall be accepted for registration unless it contains a description of such property sufficient for its proper identification including, in the case of land containing clove or coconut trees the respective number and other appropriate particulars of such trees. Description of property. 10 of 1944, s.6.

Maps.

13. Where a map or plan is comprised in or annexed to a document, a true copy of such map or plan must accompany the document when brought for registration, and such copy shall be filed in the register book.

Period within which document is to be registered.

14. Every document, the registration whereof is compulsory, shall be registered within two months after its execution, unless executed out of Zanzibar, when it shall be registered within two months of its arrival in Zanzibar.

Double fees.

15. If any document be not registered within the time prescribed, the person presenting the document shall pay double the prescribed registration fees on the document in question.

Fines.

16. If the document be not registered within six months of the prescribed period, then the person in whose favour the document is made shall, in addition to the payment of double fees, be liable to a fine not exceeding two hundred and twenty-five shillings and the Registrar may delay the registration until payment of such fine.

Presentation for registration.
10 of 1944,
s.7.

17. Every document brought in for registration shall be presented by one of the persons executing or claiming an interest under it, or by the representative or assign of such person, or by the attorney of such person, representative or assign:

Provided that for the purpose of this section and sections 18 and 19 only the powers of attorney next hereinafter mentioned shall be recognised, that is to say—

- (a) if the principal at the time of executing the power of attorney resides within Zanzibar a power of attorney executed before and attested by the District Commissioner, Magistrate or Kathi of the district in which the principal resides or a notary public;
- (b) if the principal at the time aforesaid resides outside Zanzibar a power of attorney executed before and authenticated by a notary public or any Judge, Magistrate, British Consul or Vice-Consul or representative of Her Majesty.

Identity of person presenting for registration.
10 of 1944,
s.8.

18. The Registrar shall take such steps as he may deem necessary or advisable to satisfy himself as to the identity of the person presenting a document for registration and as to the authority of such person for so doing.

Presence of all parties necessary.
10 of 1944,
s.9.

19. The Registrar shall not register any document unless all the parties executing it appear personally or by their attorney, representative, or assign before the Registrar and admit the execution thereof:

Provided that the Registrar shall not accept the admission of any person being a minor or a person of unsound mind:

And provided further that the Registrar may presume the genuineness of any signature upon any document presented for registration purporting to be the signature of the British Resident or any Government officer

acting in his official capacity and in such case it shall not be necessary for the British Resident or such officer to appear either personally or by agent before the Registrar for the purpose of admitting execution.

20. If any person presenting a document for registration desire the appearance of any person whose presence or testimony is necessary for the registration of such document the Registrar may call upon the court having jurisdiction over that person to issue a summons requiring him to appear at the registration office either in person or by his duly authorised agent at a time named in the summons.

Summons to attend before Registrar.

21. The Registrar may at his discretion administer an oath to any person examined by him under this Decree.

Power to administer oaths.

22. The Registrar shall cause a complete copy to be made of any document brought for registration and shall compare the copy with the original, certifying it to be a true copy.

True copies.

23. The Registrar shall number every such copy consecutively, entering the day of the month and the year when it is registered, and shall file the copies in the order in which they are presented for registration.

Filing of copies.

24. The filing of such copy shall be deemed to be registration of the document, and the register shall consist of the filed copies arranged or bound in volumes conveniently for reference. Each volume shall contain an index in such form as the British Resident shall direct.

Compilation of register.

25. The following books shall be kept in the registration office—

- (a) register of documents of which the registration is compulsory;
- (b) register of documents of which the registration is optional;
- (c) register of reasons for refusal to register;
- (d) register of wills.

Books to be kept.

26. A certificate signed by the Registrar shall be indorsed on every registered document showing the number and position of the document in the register and the date of registration.

Certificate of registration.

27. Where a document is presented for registration under section 11 the translation shall be transcribed in the register of documents as if it were the original document, and together with the copy referred to in section 11 shall be filed. For the purpose of making copies and memoranda the translation shall be treated as if it were the original.

Registration of translation.

28.—(1) On completion of the registration the Registrar shall return the document and any accompanying papers on production of the receipt referred to in section 9, or, if the receipt be lost, upon being satisfied of the applicant's right and upon taking an indemnity as provided in subsection (2) of section 9.

Return of documents.
10 of 1944,
s.10.

(2) A fine of five shillings for any document of which delivery is not or has not been taken within three months of the completion of registration thereof and thereafter at the rate of one shilling per month in respect of each subsequent month up to a maximum of twenty shillings shall be paid by the person entitled to the delivery of the document and until payment of such fine the Registrar shall not hand over the document to such person:

Provided that for the purpose of this subsection time shall begin to run in respect of registered documents already in the possession of the Registrar from the 25th November, 1944:

And provided further that the Registrar may remit or reduce the fine in special cases for reasons to be recorded and shall report the matter forthwith to the British Resident.

(3) The Registrar shall not be held liable for any loss of or damage to any document left in his charge after the registration has been completed.

Court to forward certified copy of decrees or orders to the Registrar.
10 of 1944, s.11.

29. Notwithstanding anything hereinbefore contained a certified copy of a decree or order of any court (including a certificate of sale) to which the provisions of section 4 apply shall be forwarded by such court to the Registrar for registration in accordance with the provisions of this Decree and thereupon the Registrar shall register such decree or order (including a certificate of sale) by filing the same in manner provided for in sections 23 and 24.

Refusal to register.

30. If the Registrar refuses to register any document he shall make an order of refusal and record his reasons for such an order in the book prescribed in section 25, and shall indorse the words "Registration refused" on the document, and on application of any person executing or claiming under the document shall without payment immediately give him a copy of the reasons so recorded.

Suit to compel registration.
10 of 1944, s.12.

31. When the Registrar has refused to register a document any person claiming under such document, or his attorney, representative, or assign may within thirty days after the making of the order or refusal institute in the proper court a suit for a decree directing the document to be registered in such office.

Remission of fees.

32. The Registrar may remit or reduce any of the prescribed fees in special cases for reasons to be recorded, and shall report the matter forthwith to the British Resident.

Searches.

33. Subject to such Rules as may be prescribed and on payment of the prescribed fees the registers may be searched and examined by any applicant at such times as the registry office be opened, and copies of any document or extract therefrom may be obtained on application to

the Registrar, who shall certify the same as a complete copy or extract respectively. But no person shall be permitted to copy any document or to make any note or memorandum relating thereto except note of the registered number and the date of registration:

Provided that this section does not apply to the registered wills of persons still living.

34. The registers and records of all documents executed before the 29th December, 1919, and registered at the Registration Office of the Zanzibar Government, shall be incorporated with records of documents registered under this Decree.

Incorporation of former registers.

35. It shall be open to the authorities of any Power at whose Consulate a register of documents relating to immovable property has been maintained to transmit all the books, documents, files and papers connected therewith to the British Resident, who shall arrange that the same shall be incorporated with the records of documents registered under this Decree.

Incorporation of foreign consulate registers.

36. Where a document executed prior to the 1st day of January, 1920, has been registered at some foreign Consulate in Zanzibar and registration at such Consulate was compulsory, a copy of or extract from the register of such foreign Consulate shall have the same effect as the original register.

Extracts from foreign consulate registers.

37. No Registrar or Deputy Registrar shall be liable to any suit, claim, or demand by reason of anything in good faith done or refused in his official capacity.

Indemnity of Registrars. 10 of 1944, s.13.

38. Nothing done in good faith pursuant to this Decree by any Registrar or Deputy Registrar shall be deemed invalid merely by reason of any defect in his appointment or procedure, or by reason of the fact that any Deputy Registrar has inadvertently exceeded the powers conferred on him by his appointment.

Defect in appointment of Registrars or procedure. 10 of 1944, s.13. 19 of 1945, s.2.

39. The Resident in Council may make Rules—

Power to make Rules. G.N. 74 of 1956.

(a) defining the duties of the Registrars, prescribing the forms of all registers to be kept under this Decree, the times and conditions under which registers may be examined, the returns to be made by Deputy Registrars to the Registrar at Zanzibar, if any such Deputy Registrars are appointed, of documents registered in their district, prescribing the fees to be paid for the registration of documents; or

(b) for searches, copies or other matters under this Decree, prescribing the forms referred to in section 10 and generally for carrying into effect the provisions of this Decree.

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THE LAWS OF ZANZIBAR

CHAPTER 99

REGISTRATION OF DOCUMENTS

(SUBSIDIARY LEGISLATION)

[Subsidiary]

CHAPTER 99

REGISTRATION OF DOCUMENTS

RULES

Under section 39

G.N.
229 of 1919,
R.L.Z. 1934,
Vol. IV,
p. 924.
G.N.
75 of 1935,
31 of 1945.

1. These Rules may be cited as the Registration of Documents Rules.
2. Such fees shall be charged as are set out in the Schedule I.
3. Every Deputy Registrar shall send to the Registration Department in Zanzibar Town within the first week of every month a return in the form of Schedule III of the documents registered in the preceding month.
4. The Registrar and the Deputy Registrars shall cause the parties to any document to initial any erasure, interlineation, blank or alteration on the face of the document.
- 5.—(1) Every word or mark appearing on the face or back of a document when brought for registration shall be carefully entered in the Registration Book.
(2) All entries in each book shall be numbered in a consecutive series, which shall commence and terminate with the year, a fresh series being commenced at the beginning of each year.
6. The Registrar or any Deputy Registrar shall not receive for registration—
 - (a) any document relating to a mortgage (other than a document relating to the extinguishment of a mortgage) unless it is signed by the mortgagor and attested by at least two witnesses;
 - (b) any deed of gift unless signed by or on behalf of the donor and attested by at least two witnesses;
 - (c) any document purporting to convey immovable property unless signed by the vendor;
 - (d) any document relating to the extinguishment of a mortgage unless it is signed by the mortgagee and attested by at least two witnesses.
7. Except in special circumstances no document purporting to affect immovable property shall be accepted for registration document unless it be written on paper which in the opinion of the Registrar or Deputy Registrar is good and durable.
8. The original of all documents in a prescribed language brought for registration shall be copied into the register with the translation on the opposite page.

9.—(1) No person shall be allowed to examine the register or make a search in the register except in the presence of an official of the Registration Office.

(2) The register may be examined in the Town of Zanzibar at any time during office hours and at any other place where a register is kept at such times as may be fixed by the Deputy Registrar.

10. In every office in which the registration books are kept there shall be prepared current indices of the contents of such books; and every entry in such indices shall be made, so far as practicable, immediately after the registering officer has copied, or filed a memorandum of the document to which it relates.

11. The Registrar or any Deputy Registrar on receiving a non-testamentary instrument which relates either wholly or in part to immovable property which is situated in any area other than that under his control shall forward such instrument for registration to—

- (a) the Registrar, if such property is situated anywhere in the island of Zanzibar; or
- (b) the Deputy Registrar, in the area where such property is situated, if it is situated in Pemba.

12. All stamps affixed to documents at any Registration Office shall at once be cancelled.

13. The forms set out in Schedule II are prescribed as the forms to be used in the circumstances set forth in section 10 of the Decree.

SCHEDULE I

(Rule 2)

FEES

Shs. cts.

1. (a) On the registration of any document referring to immovable property, not otherwise charged, the registration of which is compulsory (including a lease for an indefinite period) 15 00

Provided that where the consideration, purchase money, value of the property conveyed or affected, amount lent (in case of mortgage) or the total rent (in case of lease) does not exceed seven hundred and fifty shillings 3 00

- (b) On the registration of any document extinguishing or purporting to extinguish a mortgage of immovable property or any reconveyance of immovable property in extinguishment of a mortgage thereon 3 00

Provided that where the amount lent does not exceed seven hundred and fifty shillings 1 50

[Subsidiary]

	Shs.	cts.
2. On the registration of a plan unaccompanied by an instrument	15	00
3. On the registration of any document not otherwise charged, the registration of which is optional	6	00
4. On the registration of promissory notes, receipts, acknowledgments of debt	3	00
5. On the registration of any document affecting more holdings than one, in addition to the fee otherwise prescribed and in respect of each additional holding affected	1	50
6. Where any document presented for registration contains more transactions than one a fee shall be paid in respect of each transaction, assessed as aforesaid.		
7. A duplicate or counterpart of a lease or agreement will, if presented simultaneously with the original, be registered on the payment of a fee equal to the fees payable in respect of the original or Shs. 7/50 cts. whichever is the less.		
8. Translations—		
(a) For the first 100 words	12	00
(b) Every further 100 words	6	00
9. On search—		
(a) For specified deed	1	50
(b) For general search for first year	7	50
(c) For every subsequent year	1	50
10. For Copies—		
(a) For the first 100 words or part thereof	3	00
(b) Every further 100 words or part thereof	1	50
(c) Plan	22	50
11. Attendances—		
For attending at any place beyond the Registration Office for the purpose of the registration of any document, in respect of each person	9	00
And in addition for any distance beyond 1 mile, the expenses incurred.		
12. Filing documents as records	7	50
13. Exemptions—		
(i) The Zanzibar Government and any Department thereof from all or any fees under this Schedule.		

- (ii) No fee shall be charged on the registration of a decree or order of any court (including a certificate of sale) or award compulsorily registrable under the provisions of section 4 of the Decree.
- (iii) No certificate, instrument or other document issued by or in favour of the Clove Growers Association acting within the powers conferred upon it by the Clove Growers Association Decree shall be subject to any registration fee or any charge of a similar nature; nor shall the said Association be liable for any search or inspection fee. Cap. 113.

SCHEDULE II

(Rule 13)

FORM "A"

This Conveyance is made the day of One thousand nine hundred and between (hereinafter referred to as the vendor) of the one part and of (hereinafter referred to as the purchaser) of the other part. Whereas the vendor is/are absolutely seized and possessed free from incumbrances of the hereditaments hereinafter described and intended to be hereby conveyed and has/have agreed to sell the same to the purchaser for the sum of shillings.

Now this Conveyance witnesseth that in consideration of the sum of shillings paid by the purchaser to the vendor (the receipt whereof the vendor hereby acknowledges) the vendor hereby conveys unto the purchaser **All** the hereditaments described in the Schedule hereto.

To Hold the same unto the purchaser absolutely.

In Witness whereof the parties hereto have hereunto set their hands the day and year first above written.

SCHEDULE

1. All that* situate at in the District of and Island of and bounded as follows—

North

South

East

West

Containing approximately.†.....

*Insert whichever of the following may be appropriate:—

1. "Shamba (or land) together with the house(s) (or hut(s)) erected thereon (and numbered)" or
2. "Shamba (or land)" or
3. "House (or hut) No. excluding land" or
4. "Undivided share of and in" (Insert appropriate article where necessary and continue as in 1, 2 or 3 above).

†If the land contains cloves and/or coconut trees, the respective number and appropriate particulars of such trees should be given.

[Subsidiary]

2. All that* situate at in the District
of and Island of and bounded as
follows—

North
South
East
West

Containing approximately.†.....

3. All that* situate at in the District
of and Island of and bounded as follows—

North
South
East
West

Containing approximately.†.....

Signed by the vendor }
in the presence of }

Signed by the purchaser }
in the presence of }

FORM "B"

MORTGAGE

This Mortgage made the day of One thousand
nine hundred and **Between**
of (hereinafter called the "Mortgagor" which expression
shall where the context so admits include heirs, executors,
administrators and assigns) of the one part and
of (hereinafter called the "Mortgagee"
which expression shall where the context so admits include heirs,
executors, administrators and assigns) of the other part **Witnesseth** that
in consideration of Shillings (hereinafter called the
"Principal Sum") advanced by the Mortgagee to the Mortgagor (the
receipt whereof the Mortgagor hereby acknowledge) the Mortgagor
hereby charge by way of mortgage in favour of the Mortgagee with the
repayment of the Principal Sum and interest as hereinafter mentioned **All**
the hereditaments described in the schedule hereto And the Mortgagor
hereby covenant with the Mortgagee that will repay the Principal
Sum on the day of 19..... and will in the mean-
time every months pay interest thereon calculated from

*Insert whichever of the following may be appropriate:—

1. "Shamba (or land) together with the house(s) (or hut)(s)) erected thereon (and numbered)" or
2. "Shamba (or land)" or
3. "House (or hut) No..... excluding land" or
4. "Undivided share of and in" (Insert appropriate article where necessary and continue as in 1, 2 or 3 above).

†If the land contains cloves and/or coconut trees, the respective number and appropriate particulars of such trees should be given.

the date hereof at the rate of *per centum per annum* And so long after the said day of 19..... as any part of the Principal Sum shall remain owing will pay interest thereon at the same rate every months And also that now has/have power to charge the said hereditaments in manner aforesaid and that the same are free from any mortgage charge or incumbrance whatsoever.

In witness whereof the parties hereto have hereunto set their hands the day and year first above written.

SCHEDULE

1. All that* situate at in the District of and Island of and bounded as follows—

North

South

East

West

Containing approximately†.....

2. All that* situate at in the District of and Island of and bounded as follows—

North

South

East

West.....

Containing approximately†.....

3. All that* situate at in the District of and Island of and bounded as follows—

North

South

East

West

Containing approximately.†.....

Signed by the Mortgagor }
in presence of }

Signed by the Mortgagee }
in the presence of }

*Insert whichever of the following may be appropriate:—

1. "Shamba (or land) together with the house(s) (or hut(s)) erected thereon (and numbered)" or

2. "Shamba (or land)" or

3. "House (or hut) No. excluding land" or

4. "Undivided share of and in" (Insert appropriate article where necessary and continue as in 1, 2 or 3 above).

†If the land contains cloves and/or coconut trees, the respective number and appropriate particulars of such trees should be given.

[Subsidiary]

FORM "C"
BEIKHIAR

..... of hereby declares that
is or are indebted to of in the sum of Shillings
..... and for the above consideration sold to him the
immovable property or properties set out in the schedule hereto
sold the property or properties as "Beikhiar" which is binding upon
..... and heirs after them for the period of from
today. further declared that has or have rented from
the said the above-mentioned property or properties for the
above-mentioned period at a yearly rental of Shillings

Dated this day of 19.....

SCHEDULE

1. All that* situate at in the District of
and Island of and bounded as follows:—

North

South

East

West

Containing approximately†.....

2. All that* situate at in the District of
and Island of and bounded as follows:—

North

South

East

West

Containing approximately†.....

3. All that* situated at in the District of
and Island of and bounded as follows:—

North

South

East

West

Containing approximately†.....

Signed by the Mortgagor }
in the presence of }

Signed by the Mortgagee }
in the presence of }

*Insert whichever of the following may be appropriate:—

1. "Shamba (or land) together with the house(s) (or hut(s)) erected thereon (and numbered)" or

2. "Shamba (or land)" or

3. "House (or hut) No. excluding land" or

4. "Undivided share of and in" (Insert appropriate article where necessary and continue as in 1, 2 or 3 above).

†If the land contains cloves and/or coconut trees, the respective number and appropriate particulars of such trees should be given.

FORM "D"

RAHAN MAKBUZ

..... of hereby declares that is or are indebted to of in the sum of Shillings and covenants to repay the said sum of Shillings after the period of from today and for the above consideration mortgage the immovable property or properties set out in the schedule hereto mortgage the said property or properties as "Rahan Makbuz" in which no other creditors can share nor has or have the mortgagor or mortgagors himself or herself or themselves any disposable rights whatsoever until the above-mentioned money is fully repaid.

Dated this day of 19.....

SCHEDULE

1. All that* situate at in the District of and Island of and bounded as follows:—

North

South

East

West

Containing approximately†

2. All that* situate at in the District of and Island of and bounded as follows:—

North

South

East

West

Containing approximately†

3. All that * situate at in the District of and Island of and bounded as follows:—

North

South

East

West

Containing approximately†

Signed by the Mortgagor }
in the presence of }
Signed by the Mortgagee }
in the presence of }

*Insert whichever of the following may be appropriate:—
1. "Shamba (or land) together with the house(s) (or hut(s)) erected thereon (and numbered)" or
2. "Shamba (or land)" or
3. "House (or hut) No. excluding land" or
4. "Undivided share of and in" (Insert appropriate article where necessary and continue as in 1, 2 or 3 above).
†If the land contains cloves and/or coconut trees, the respective number and appropriate particulars of such trees should be given.

[Subsidiary]

FORM "E"

EXTINGUISHMENT OF MORTGAGE

The mortgage granted by in favour of
 dated and registered as No.
 in Book in the records of the Registrar of Documents
 is hereby extinguished, by the payment of Shillings
 (the receipt of which the Mortgagee hereby acknowledge).

Dated this day of 19.....

Signed by the mortgagee in }
 the presence of:— }

.....
Signature of Mortgagee

(1)

(2)

FORM "F"

RECONVEYANCE

..... (hereinafter called the mortgagee(s)), to whom was
 (were) conveyed as mortgagee(s) by
 (hereinafter called the mortgagor(s) by a mortgage between the parties
 dated and registered as No. in Book.....
 in the records of the Registrar of Documents the immovable property(ies)
 specified in the schedule hereto, in consideration of the payment by the
 mortgagor(s) to the mortgagee(s) of the sum of (the receipt
 whereof the mortgagee(s) hereby acknowledge(s) as being in full discharge
 of all principal monies and interest secured by or now owing under the
 mortgage aforesaid) hereby reconvey(s) as mortgagee(s) to the mort-
 gagor(s) all the properties specified in the schedule aforesaid.

SCHEDULE OF PROPERTIES

1. All that* situate at in the District of
 and Island of and bounded as follows:—

North

South

East

West

Containing approximately†.....

*Insert whichever of the following may be appropriate:—

1. "Shamba (or land) together with the house(s) (or hut(s)) erected thereon (and numbered)" or
2. "Shamba (or land)" or
3. "House (or hut) No. excluding land" or
4. "Undivided share of and in" (Insert appropriate article where necessary and continue as in 1, 2 or 3 above).

†If the land contains cloves and/or coconut trees, the respective number and appropriate particulars of such trees should be given.

2. All that* situate at in the District of
and Island of and bounded as follows:—

North

South

East

West

Containing approximately†

3. All that* situate at in the District of
and Island of and bounded as follows:—

North

South

East

West

Containing approximately†

Dated the day of 19....., at

Signed by the Mortgagee(s) }
in the presence of }

.....
Signature of Mortgagee(s)

(1)

(2)

*Insert whichever of the following may be appropriate:—

1. "Shamba (or land) together with the house(s) (or hut(s)) erected thereon (and numbered)" or

2. "Shamba (or land)" or

3. "House (or hut) No. excluding land" or

4. "Undivided share of and in" (Insert appropriate article where necessary and continue as in 1, 2 and 3 above).

†If the land contains cloves and/or coconut trees, the respective number and appropriate particulars of such trees should be given.

[Subsidiary]

SCHEDULE III

(Rule 3)

Registration of Documents Office at Statement showing
the Nature and Number of Documents registered and Revenue derived
therefrom during the month of 19.....

Nature.	Nos.	Fees received.		Remarks
		Shs.	cts.	
COMPULSORY—				
Mortgages				
Sales				
Leases				
Receipts				
Agreements				
Gifts				
Wakfs				
Bills of Sale				
Extinguishment of Mortgages (including Reconveyance of Mortgaged Property)				
NON-COMPULSORY—				
Mortgages				
Sales				
Acknowledgments of debt				
Wakfs				
Gifts				
Receipts				
Agreements				
Wills				
Copies				
Searches				
Attendances				
Papers				
Total ..				

NOTICE*Under section 3***APPOINTMENTS**

(Section 3)

REGISTRAR OF DOCUMENTS

G.N. 231 of 1919. The Administrator-General has been appointed Registrar of Documents for the Protectorate.