

MINUTE SHEET

Kezo
No. ①

IPLO

Kindly advise on the evidence of land submitted
(Folio 2).

~~Quwido~~

IFO

26/08/2020.

2

IFO

The investor has submitted Certificate of title, Sale Agreement & Capital Gain Clearance Certificate, as evidence of availability of land.

To my opinion the submitted documents are evidence enough for the moment as to the availability of land.

I suggest you continue with the remaining processes.

I submit,



PLO

27/8/2020

MINUTE SHEET

Dokezo
No.



CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)



CERTIFIED AS A TRUE COPY
 OF THE ORIGINAL
 DATE 30/02/2020
 SIGNATURE [Handwritten Signature]

Date of Issue:

Title Number: 2828 LAND RIGHTS BY...

Land Office Number: 44580

Land: Plot No. 6 Sekel East of Golf Course, Arusha Municipality.

Term: 66 Years.

TITLE No. 3828
 REGISTERED
5-4-1987
 Land Form 32
3.00 4 III
 Assl. Registrar of Titles

Stamp Duty Shs. 20 Paid
 and Revenue Receipt No. 999567
 of 10-9-82 Issued
 L.O No. 445.80
 Registrar of Titles
 AR/2342
 L.D. No.



CERTIFIED AS A TRUE COPY
 OF THE ORIGINAL
 DATE 20/08/2008
 SIGNATURE [Signature]

THE UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

The 3rd day of SEPTEMBER One thousand
 nine hundred and Eighty Five SEVEN

ARUSHA TITLE No. 3828 LAND REGISTRY - MOMBASA

THIS IS TO CERTIFY that JONATHAN LOILEJILEJAKI SAULL OF P.O. BOX 3013,
ARUSHA.

(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 sixty six years from the first _____ day of

July One thousand nine hundred and eighty 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 therefor or amendment thereof and to the following special conditions:—

1. The Occupier having paid rent up to the thirtieth day of June, 1984, shall thereafter pay rent of shillings six hundred and forty three seventy five cents (Shs. 643/75) 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 1993, 2003, 2013, 2023, 2033 and 2043 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 thirty first day of December 1983, 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; 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;
 - (iii) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirtieth day of June 19 86;
 - (iv) At all times during the term after the thirtieth day of June 19 86 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");

Stamp Duty Shs. 20 Paid
 on Original Revenue Receipt No. 999567 of 10-9-1983
 Assl. Registrar of Titles

- (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 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 (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.

SCHEDULE

ALL that land known as Plot No. 6 Medium Density Sekei, Arusha Municipality containing one thousand one hundred and ninety five (1195) square ~~metres~~ ^{metres} for identification only edged on the plan attached to this Certificate and defined on the registered survey plan numbered 19049 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.


"Director of Land Development Services"
DIRECTOR OF LAND DEVELOPMENT SERVICES.
~~COMMISSIONER FOR LANDS~~

I the within-named JONATHAN LOILEJILEJAKI SAULL hereby accept the terms and conditions contained in the foregoing Certificate of occupancy.

SIGNED and DELIVERED by the said JONATHAN LOILEJILEJAKI SAULL who is known to me personally/identified to me by

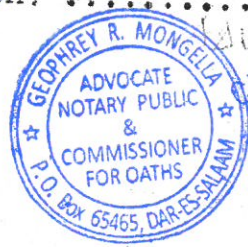
the ~~letter being known to me personally in my presence this~~

9th day of October 1985.

Signature: *Jonathan Loilejilejaki Saull*

Postal Address: P.O. Box 3019 ARUSHA

Qualification: *Advocate*



CERTIFIED TRUE COPY
DATE: 30/10/85
SIGNATURE: *[Signature]*

In this document every reference to Commissioner of Land Development Services and Construction should be read and construed as a reference to the "Director of Land Development Services" and "Director of Surveys and Mapping".

LAND REGISTRY, MOSHI
TRANSFER

Filed Document No. 14720

Date of registration 11-2-82 time 10:00 am

To JUMA HAJI MALIK C/O P.O.

Box 91, Arusha.

(Cons. TSHS. 500,000/-)


Asst. Registrar of Titles

LAND REGISTRY, MOSHI
TRANSFER

Filed Document No. 14729

Date of registration 20-3-2003 time 10:00 am

To CRDB BANK LIMITED

15-10-00 9/15/00/001

(Cons. TSHS. 15,000,000/-)


Asst. Registrar of Titles

LAND REGISTRY, MOSHI
MORTGAGE

Filed Document No. 10413

Date of registration 13-3-2003 time 10:00 am

To CRDB BANK LIMITED

15-10-00 9/15/00/001

(Cons. TSHS. 15,000,000/-)


Asst. Registrar of Titles

LAND REGISTRY, MOSHI
CHANGE OF NAME

Filed Document No. 15610

Date of registration 13-3-2003 time 10:00 am

To CRDB BANK LIMITED

15-10-00 9/15/00/001

(Cons. TSHS. 15,000,000/-)


Asst. Registrar of Titles

LAND REGISTRY, MOSHI
TRANSFER

Filed Document No. 14710

Date of registration 7-11-2007 time 11:00 am

To SADIK JUMA MALIK C/O

P.O. Box 91, Arusha.

(Cons. TSHS. 10,000,000/-)


Asst. Registrar of Titles

LAND REGISTRY, MOSHI
TRANSFER

Filed Document No. 20453

Date of registration 10-1-2007 time 11:00 am

To ALINA MUNTAZIR MOHAMED

RAZA OF P.O. BOX 2637, ARUSHA

(Cons. TSHS. 10,000,000/-)


Asst. Registrar of Titles

LAND REGISTRY, MOSHI
TRANSFER

Filed Document No. 14211

Date of registration 11-2-2011 time 10:00 am

To SILVER PALM HOTEL

LIMITED Box 398 ARUSHA

(Cons. TSHS. 60,000,000/-)


Asst. Registrar of Titles

LAND REGISTRY, MOSHI
TRANSFER

Filed Document No. 31290

Date of registration 20-10-2011 time 10:00 am

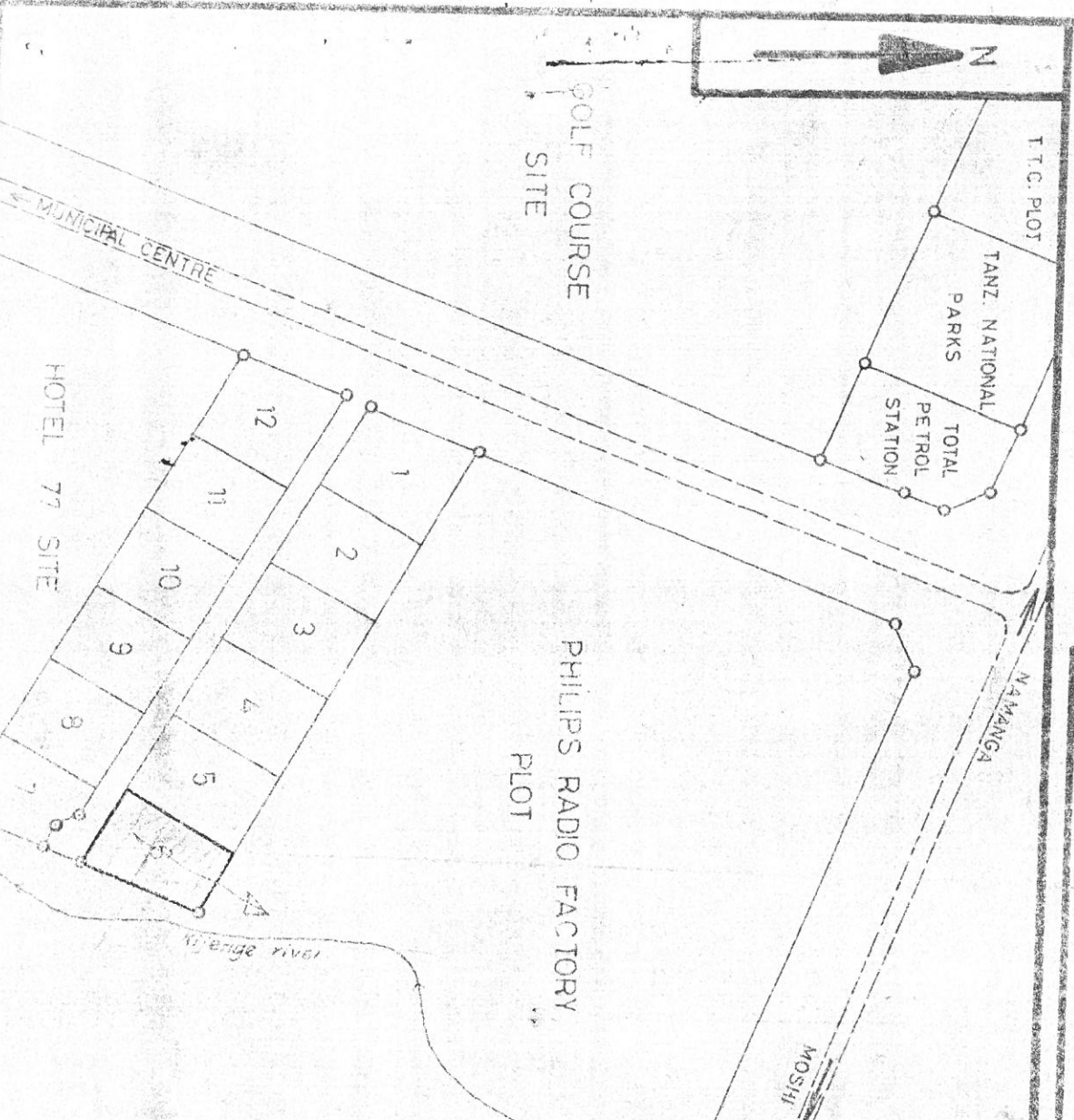
To SILVER PALM HOTEL

LIMITED Box 398 ARUSHA

(Cons. TSHS. 30,000,000/-)


Asst. Registrar of Titles

ARUSHA MUNICIPALITY



INSET SHOWING DETAILS OF PLOT

Locality: SEKEI EAST OF GOLF COURSE

Block: -

Plot No. 6

L.O. No. 44580

Area 1195 sq. M.

IPC 16

40-200

28.495

32.930

40-180

DEL 940

IPC 15

DEL 945

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

21/9/85

19049

Ministry of Lands

Planning and Urban Development,

Dar es Salaam

SALE AGREEMENT

THIS AGREEMENT is made this ~~...~~ 14 day of May 2013

BETWEEN

SILVER PALM HOTEL P.O.BOX 398 ARUSHA (Here ineter referred to as 'the vendor') the term within which includes heirs, agents, and assigns on one part.

AND

MAPLE - BARRE INVESTMENT.LIMITED.P.O.BOX 398 SEKEI ARUSHA (Hereinafter referred to as 'the Purchaser') the term within includes heirs, agents and assigns on other part.

WHEREAS the Vendor is the lawful owner of Plot 6 SEKEI East of Golf worse. Arusha Certificate of Title No.3828 willing to sale the same to the Purchaser.

AND WHEREAS the Purchaser has agreed to purchase the same at a CONSIDERATION of Tanzania Shillings one hundred million only. (100,000,000/=)

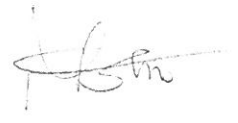
NOW THIS AGREEMENT WITNESS AS FOLLOWS:-

- a) That is consideration of Tanzania shillings one hundred million only (100,000,000/=) payable by the purchaser to the Vendor, the herby sales to the purchaser the said property who purchaser the same free from any encumbrances what so ever.
- b) That Tanzania Shillings one hundred million only (100,000,000/=) shall be paid by the purchaser to the vendor on the date of execution of this agreement.
- c) The Vendor gives warrant that the plot is free from mortgage, lien, pledge or any other encumbrance whatever and it shall be upon the Vendor to make clearance of all outstanding liabilities regarding the plot.
- d) The vendor shall relinquish to purchaser all her rights and all related documents and receipts concerning the said piece of land after the full payment Agreement.
- e) That cost of preparation of this agreement, shall be met by the purchaser.
- f) This deed of transfer is subject to the consent of the commissioner for lands or other officers authorized to accord approval to such disposition and the

the concert is withheld then this agreement will be null and void and of no effect and parties shall revert to their original position before the conclusion of the same.

IN WITNESS WHEREOF the parties here in above have set their hands on this presents at Dar es Salaam on the day, the year and in the manner hereinafter appearing.

SIGNED AND DELIVERED the said)
SILVER PALM HOTEL who is)
known to me personally /identified)
to me by)
the latter being known to me personally)
in my presence this ... 14day of May ..)
2013.)

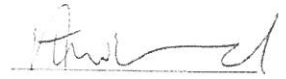


Vendor

Name Mohamed Ahmed
Signature Geophrey Mungela
Postal Address
Qualification [Signature]



SIGNED and DELIVERED by the said)
MAPLE-BARRE INVESTMENT LIMITED)
known to me personally/identified)
to me by)
the latter being known to me personally)
in my presence this 14 day of May 2013.)



Purchaser

Name Geo Phrey Mungela
Signature
Postal address
Qualification [Signature]



29

TANZANIA REVENUE AUTHORITY

TAX CLEARANCE CERTIFICATE

(Issued under Section 90 of the Income Tax Act, 2004)

CERTIFICATE No. 0139850

TO:
 DISTRICT LAND OFFICER,
 Box 3013,
 ARUSHA

Issuing Office: ARUSHA
 P.O. Box: 3153 ARUSHA
 Tel: 250-3661-2
 Fax: 250-3663
 Email address: info@ta.go.tz
 Date of issue: 06 / 08 / 2013

This is to certify that the tax affairs in respect of

SILVER PALM HOTEL LIMITED

TIN: 110 613 792

have been fully complied with as per the Law

We, therefore, have no objection for further process of the services requested as hereunder:

BARRE INVESTMENT (T) LTD

(A) REALISATION OF INTEREST ON LAND OR BUILDINGS

PLOT NUMBER 6 MEDIUM DENSITY, EAST OF GOLF COURSE
 SELLEI - ARUSHA CITY

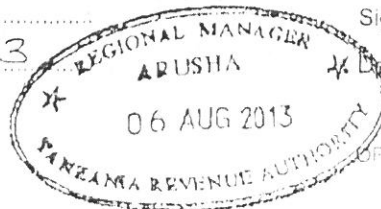
(B) INCOME TAX ON FREIGHT EARNINGS BY NON RESIDENT:

Permission to clear Customs

This certificate is valid only if it is embossed with the official seal. It should be retained by you.

Issuing Officer
 Full Name: CHARLES JOSEPH
 Designation: ASSISTANT TAX OFFICER
 Signature: [Signature]
 Date: 6th AUGUST 2013

Authorising Officer
 Full Name: KUZULA O. MARDODA
 Designation: SENIOR TAX OFFICER
 Signature: [Signature]
 Date: 6th AUGUST 2013



OFFICIAL SEAL

OFFICIAL SEAL

