

IN THE HIGH COURT OF TANZANIA

(COMMERCIAL DIVISION)

AT DAR ES SALAAM

COMMERCIAL CASE NO. 95 OF 2018

TIMOTHY J FLAVELL PLAINTIFF
VERSUS
PUMZIKO SAFARI LODGE LIMITED DEFENDANT

DECREE:

WHEREFORE, the Plaintiff is claiming for judgment and decree as follows:-

- i. A refund of the sum of United States Dollars Three Hundred Twenty Six Thousand Six Hundred and Twenty Five (USD 326,625.00) being the purchase price of 39 Ordinary shares from Pumziko Safari Lodge Limited.
- ii. For an order for payment of interest on the Outstanding Amount at the Commercial Rate 23% interest per annum from the date of disbursement to the date of payment in full.
- iii. Interest on the itemized sum in (i) above at the Court rate of 12% from the date of disbursement to the date of payment in full.
- iv. Interest on the decretal sum at the rate of 12% from the date of judgment to the date of payment in full.
- v. A refund of United States Dollars Seven Thousand Five Hundred (7,500) being fees paid by the Plaintiff for valuation of Pumziko safari Lodge Limited on request of the Defendant herein.

- vi. A refund of United States Dollars Fifty Eight Thousand Six Hundred and Sixty Three (USD 58,663.00) being the Plaintiff's personal Contributions to the operations of the Lodge, Living expenses, air tickets and all other costs for following up this matter.
- vii. General Damages as shall be assessed by the Court.
- viii. Costs of the suit and any other relief that the Court may deem Fit and Just to Grant .

The matter coming up for mediation on this 20th day of June, 2019 before Hon. A.K. Rumisha, Deputy Registrar in the presence of Advocate Andrew Akyoo for the Plaintiff and Advocate Mr. Mahuna Moses and Mr. Stephen Urasa Advocates for the Defendant and Ms. Sherie Fenn, Director of the Defendant, and parties having agreed to settle the matter amicably and executed the Deed of Settlement dated 19th day of June, 2019 and duly filed in Court on 20th day of June, 2019,

THIS COURT DOTH HEREBY ORDER THAT:

1. The Defendant shall handover the lodge and all its assets situated in Plot No. 1 Endala – Karatu District in the name of Pumziko Safari Lodge Limited to the Plaintiff or any other authorized agents/person.
2. The Plaintiff appoints Tarylin Limited a dully registered company under the laws of the United Republic of Tanzania with its head offices located at Plot No. 14 Kanisa Road Uzunguni Area Arusha – Tanzania as its agent. Parties to transfer the said lodge and all its assets into Tarylin Limited.
3. The Defendant to handover and Transfer the Title deed of Plot No. 1 Endala-Karatu District in the name of Pumziko Safari Lodge Limited to

Tarylin Limited. The Defendant further to sign and execute all documents regarding the transfer of the said title deed to Tarylin Limited.

4. The Plaintiff shall pay the defendant a total sum of United States Dollars Sixty Five Thousand USD (65,000.00) only as consideration for settlement of this matter.
5. The said amount of United States Dollars Sixty Five Thousand USD 65,000.00 only shall be paid to the Defendant lawyer's account number 2000066748 which is in the name of Law Access at NIC Bank Tanzania Limited – Arusha branch.
6. The Defendant warrants and represents that the said parcel of land situated in Plot No. 1 Endala-Karatu District in the name of Pumziko Safari Lodge Limited, and all its properties and assets are free from any encumbrances and or liabilities. The Defendant to indemnify the Plaintiff in case of any liabilities.
7. In the event of default of any clause in this deed parties shall be at liberty to proceed and execute the consent Judgment and decree of this Honourable Court.

Given under my hand and the seal of the Court this day of 20th day of June, 2018.





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DEPUTY REGISTRAR


Extracted on 25th June, 2019

TITLE No. 62246
 REGISTERED ON
26-6-2019
 at 9:00 A

 Asst. Registrar of Titles



Stamp Duty Shs. 100/- Paid
 and Revenue Receipt No. 13324587
 of 01/01/2019 issued.

Land Form No. 22
 Asst. Registrar of Titles

Stamp Duty Shs. 900/- Paid
 on Original Revenue Receipt No. 13324587
 of 01/01/2019

 Asst. Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, 1999
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY LAND REGISTRY - MOSHI
 (Under Section 29)

Title No. 62246
 L.O. No. 556951
 L.D.NO. KAR/3310

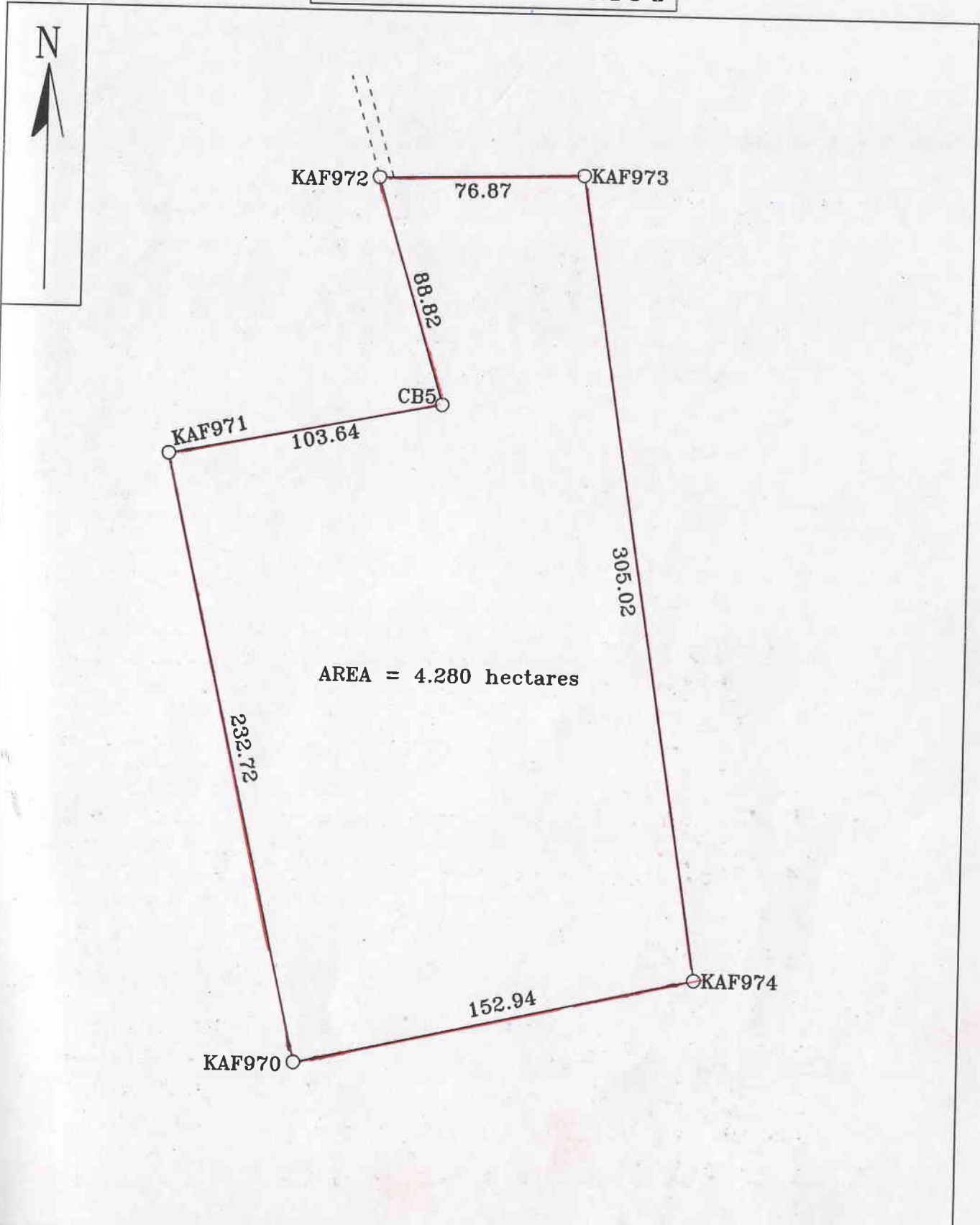
The 26th day June Two Thousand and Nineteen .

THIS IS TO CERTIFY that **PUMZIKO SAFARI LIMITED**, a limited liability Company incorporated in Tanzania Under The Companies Act (cap 212) of P.O. BOX 10057, ARUSHA (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **Sixty Six** years from the first day of **January , Two Thousand and Seventeen** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution therefore or amendment thereof and to the following special conditions:-

1. The Occupiers having paid rent up to the thirtieth day of **June 2018**, shall thereafter pay rent of shillings **Three Million, Two Hundred Ten Thousand (Tshs 3,210,000 /=-)** only a year in advance on the first day of July in every year of the term without deduction **PROVIDED** that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
 - (i) 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 Director responsible for Surveys and Mapping.

- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
 - (iii) Erect on the land 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 **KARATU DISTRICT COUNCIL** (hereinafter called "the Authority").
 - (iv) Submit to the Authority building plans within Six months from the date of commencement of the Right
 - (iv) Begin building construction within six months after the approval of the building plans by the Authority.
 - (v) Complete the building construction within Thirty Six months from the date of commencement of the Right.
3. **USER:** The land shall be used for **Special Residential Purposes only**, Use group '**C**' Use class (**e**) as defined in The Town and Country Planning (Use classes) Regulations 1960, as amended in 1993
4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
5. The Occupiers shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
6. The President may revoke the right for good cause and in public interest.

KARATU DISTRICT



INSERT SHOWING DETAILS OF PLOT

Locality: ENDALAH AREA

PLOT No....1

L.O.No.. 556951

AREA: 4.280 Ha.

This plan prepared in accordance with registered plan No.69955 is approved for the purpose of the Land Registration Ordinance.

Director of Survey & Mapping.....

Date... 03-03-07... Ministry of Lands Housing and human settlement Development.
Dar es salaam.

The issue of this plan implies no guarantee of admission of title by the government.

SCHEDULE

All land known as Plot No. 1 - **ENDALAH AREA - KARATU DISTRICT** containing Four decimal point two eight zero (**4.280 Ha.**) Hectares as shown for identification only edge red on the plan attached to this Certificate and defined on the registered Survey Plan Number **69955** deposited at the office of Director for Survey and Mapping at Dar - es- Salaam.
Given under my hand and official seal the day and year first above written.


Ag. Asst. **COMMISSIONER FOR LANDS.**

We, **PUMZIKO SAFARI LODGE LIMITED**, the-within named **HEREBY** accept the terms and conditions contained in the foregoing Certificate of Occupancy. Sealed with the common seal of **PUMZIKO SAFARI LODGE LIMITED** and delivered in the presence of us)

This 19 day of JANUARY 2017)

Signature..... Sherie Marie Fenn)

Postal Address..... P.O. BOX 10057)

Qualification..... DIRECTOR)

Signature..... MARTIN PETER JOHN HOLLEY)

Postal Address..... P.O. BOX 10057)

Qualification..... DIRECTOR)

LAND REGISTRY, MOSHI
CHANGE OF OWNERSHIP 5071

Filed Document No. 52828

Date of registration 20/9/2019 time 1:00

To TARYLIN LIMITED OF
PO BOX 16438 ARUSHA


Asst Registrar of Titles

