

FUND TRANSFER REQUEST

26822005



h/c (Krisna)

FOR CUSTOMERS USE ONLY

BRANCH NAME: ABC DATE: 24/02/23 TIME OF FORM DELIVERY: 1:47 PRESENTED BY (NAME): ABELLA G. MENDOZA SIGNATURE: [Signature]

TISS SWIFT Multi Transfer EFT BY CASH BY CHEQUE TSD USD EUR GBP

EASE DEBIT MY/OUR ACCOUNT:

DEBIT ACCOUNT NUMBER: 42810010380 DEBIT CHARGES FROM ACCOUNT NUMBER: 42810010380

BIT ACCOUNT NAME: PANGANI VENTURE LIMITED APPLICANT'S / REMITTER'S SIGNATURE: [Signature]

RECIPIENT'S NAME: PANGANI CLIFFS LODGE LTD TRANSFER AMOUNT: \$ 118,750.00
RECIPIENT'S BANK: NMB BANK PLC AMOUNT IN WORDS: ONE HUNDRED EIGHTEEN THOUSAND AND SEVEN HUNDRED AND FIFTY DOLLARS
RECIPIENT'S BRANCH: PANGANI IBAN No.: [] SWIFT CODE: NMIBTZTZ
ACCOUNT NUMBER: 42010004360 Sort Code/Federal Wire/ABA No.: []
PAYMENT DETAILS: BOX 51, PANGANI, TANGA Email ID to send SWIFT Message: wilmke.offereins@gmail.com
PURCHASE OF ASSETS

Branch:

Application Checked and Approved by: (Name & Signature)

Maker: (name) _____ Sign: _____

Checker: (name) _____ Sign: _____

Transaction(s) processed on: _____

Reference: _____

Lead Office:

Transaction(s) processed on: _____

INTERMEDIARY BANK DETAILS (if known):

NAME: _____ ADDRESS: _____
SWIFT CODE: _____ SORT CODE: _____
Email ID to send SWIFT Message: wilmke.offereins@gmail.com



International Ops Manager Sign and Stamp

Bank Office Sign and Stamp

ASSET PURCHASE, SALE, AND TRANSFER AGREEMENT

BETWEEN

PANGANI CLIFFS LODGE LIMITED

AND

PANGANI VENTURE LIMITED

**CONCERNING THE PURCHASE, SALE AND TRANSFER OF ASSETS OWNED
BY PANGANI CLIFFS LODGE LIMITED TO PANGANI VENTURE LIMITED**

Randi Sam
RS

J. Red
JA

ASSET PURCHASE, SALE AND TRANSFER AGREEMENT

This **AGREEMENT** is made this 18th day of February 2023.

BETWEEN

PANGANI CLIFFS LODGE LIMITED a company incorporated and registered under the Companies Act No.12 of 2002 of the laws of the United Republic of Tanzania of Plot No. 1, Block A, Kikokwe Village, Pangani, Tanga, Tanzania (hereinafter called the "**Vendor**" which expression shall include and extend to persons deriving title under the Vendor, its successors and assigns) of one part;

AND

PANGANI VENTURE LIMITED a company incorporated and registered under the Companies Act, No. 12 of 2002 of the laws of the United Republic of Tanzania of Plot No. 1, Block A, Kikokwe Village, Pangani, Tanga, Tanzania (hereinafter called the "**Purchaser**" which expression shall include and extend to persons deriving title under the Purchaser, its successors and assigns) of the other part;

PREAMBLE:

A. WHEREAS the Vendor is the legal and registered owner of the assets listed under Article 2, located at Kikokwe Village, Pangani, Tanga, together with all the unexhausted improvements and other developments thereon (herein referred to as "**the Assets**");

B. WHEREAS the Vendor has agreed to sale the Assets and the Purchaser has agreed to purchase the said Assets subject to the terms and conditions as hereinafter appearing free from any encumbrances (herein referred to as "**the Transaction**").


C. WHEREAS the Parties understand that the transaction contemplated in this Agreement is subject to government statutory approvals and consents, and each Party hereby confirms that it will use its best efforts to obtain all such necessary approvals and consents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1

Vendor's Initials.....

Purchaser's Initials.....



ARTICLE 1

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement unless the context otherwise provides: -

"Agreement" means this Asset Purchase, Sale and Transfer Agreement governing the acquisition of the Assets (as defined hereunder) by the Purchaser.

"The Assets" means the movable and immovable properties which is the subject of this Agreement as described in Article 2 hereof.

"Landed Assets" means the land registered as Plot numbers 1, 2 and 3, buildings and infrastructure located thereon.

"Non-landed Assets" means all immovable assets including furniture and equipment.

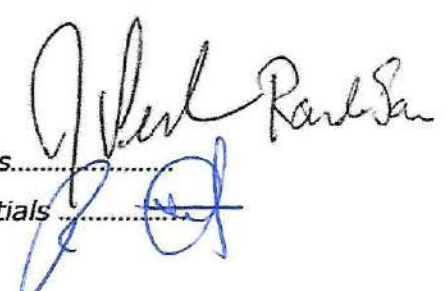
"Parties" means the signatories to this Agreement.

"Purchase Price" means the amount of **United States Dollars Four Hundred and Seventy Five Thousand (USD 475,000.00)** payable by the Purchaser to the Vendor as consideration for purchase of the Assets.

"USD" means United States Dollars, the currency of the United States of America.

1.2. Words importing the singular shall, where the context so admits, be construed as importing the plural and vice versa.

1.3. Words importing persons shall, where the context so admits, be construed as importing a corporate body and *vice versa*.



- 1.4. The headings to the respective Articles do no form part of this Agreement and are for convenience of reference only and shall not affect the construction or interpretation of the terms and provisions hereof.
- 1.5. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be void, voidable, invalid, illegal or otherwise unenforceable, or indications to that effect are received by either of the Parties from any competent authority, the Parties shall use their best efforts to achieve the purpose and intention of the relevant provision by amending this Agreement by adding a new legally valid and enforceable provision and the said invalid, illegal and unenforceable provision shall be deemed never to have been contained herein.

ARTICLE 2

2. DESCRIPTION OF "THE ASSETS"

- 2.1 A parcel of land situated on Plot No. 1, Block A, located in at Kikokwe Village, Pangani District, Tanga, measuring 8,803sqm, together with all the unexhausted improvements and other developments thereon registered under Certificate of Title number 33008 'Plot No 1'.
- 2.2 A parcel of land situated on Plot No. 2 Block A, located in at Kikokwe Village, Pangani District, Tanga, measuring 8,141sqm, together with all the unexhausted improvements and other developments thereon registered under Certificate of Title number 33004 'Plot No 2'.
- 2.3 A parcel of land situated on Plot No. 3 Block A, located in at Kikokwe Village, Pangani District, Tanga, measuring 9,361sqm, together with all the unexhausted improvements and other developments thereon registered under Certificate of Title number 33014 'Plot No 3'.
- 2.4 All assets as per the List of Assets marked as Schedule I attached herein and forming part of this Agreement.
- 2.5 The right to use and register the name 'Pangani Cliffs Lodge' (subject to the laws of Tanzania), use and take over the responsibility for the Pangani Cliffs Lodge homepage and email resources, one phone number (SIM card)

3

Randi Sen
Vendor's Initials.....

[Signature]
Purchaser's Initials.....

used by Pangani Cliffs Lodge and all online resources related to marketing of the lodge, existing bookings, and business/guest contacts.

ARTICLE 3

3. CONSIDERATION AND MODE OF PAYMENT

3.1 In consideration of the Purchaser paying the Vendor the consideration of **United States Dollars Four Hundred Seventy Five Thousand (USD 475,000.00)** the Vendor shall transfer the title and absolute ownership of the Assets listed in Article 2 above.

3.2 It is agreed that the Purchase Price shall be allocated as follows;

3.2.1 The Purchase Price for Plot No. 1 shall be United States Dollars Seventy Five Thousand (USD 75,000.00).

3.2.2 The Purchase Price for Plot No. 2 shall be United States Dollars One Hundred Twenty Five Thousand (USD 125,000.00).

3.2.3 The Purchase Price for Plot No. 3 shall be United States Dollars Two Hundred Thousand (USD 200,000.00).

3.2.4 The Purchase Price for the immovable assets shall be United States Dollars Seventy Five Thousand (USD 75,000.00) and allocated for each movable asset as per Schedule I.

3.3 It is agreed that the consideration shall be disbursed to the Vendor's designated bank accounts as follows;

3.3.1 United States Dollars One Hundred Eighteen Thousand and Seven Hundred and Fifty (USD 118,750.00) which represents 25% of the consideration shall be paid within 10 days of on signing of this Asset Purchase, Sale and Transfer Agreement.

3.3.2 United States Dollars Two Hundred Thirty Seven Thousand and Five Hundred (USD 237,500.00) which represents 50% of the consideration shall be paid within 10 days of completion of the inspection as per Clause 4.7 and payment of capital gains tax and

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Randi Sowe
Vendor's Initials.....
R S
Purchaser's Initials.....

issuance of tax clearance certificate authorizing the transfer of the assets mentioned under Clause 2.1, 2.2 and 2.3 to the Purchaser.

3.3.3 United States Dollars One Hundred Eighteen Thousand and Seven Hundred and Fifty (USD 118,750.00) which represents 25% of the consideration shall be paid within 10 days of registration of the Purchaser as the owner of the Assets with clear and unrestricted Title.

3.4 Parties agree that the Vendor shall bear all applicable bank charges for international transfers for the Purchase Price paid to a bank account outside Tanzania.

ARTICLE 4

4. SPECIFIC CONDITIONS

Parties agree that;

4.1 The Vendor shall change its name from Pangani Cliffs Lodge Limited to another name that is not similar to Pangani Cliffs Lodge Limited. The Vendor shall pass the resolution to change its name and file the respective documents for change of name with the Registrar of Companies within 1 year of receiving the final payment for the Assets.

4.2 The Purchaser shall have the right to use and register the name of Pangani Cliffs Lodge (subject to the laws of Tanzania), the lodge email, one phone number, all online resources, and existing bookings and business/ guest contacts.

4.3 The Vendor shall terminate the employees listed under Schedule II and pay all terminal benefits as required by law. The Purchaser agrees to re-employ the said employees by giving them 1-year contract each on the same salary paid by the Vendor as of 30th November 2022. Parties agree that the termination and re-employment of the staff shall be done simultaneously during the handover of the Assets. Further, should this Transaction fail for any reason, parties shall relapse to *status quo* and the Vendor shall re-employ the employees.

Randi Bane
RA

- 4.4 That the Vendor shall have the primary responsibility to take all necessary and/or reasonable steps to obtain all governmental, regulatory or other approvals and consents required for completion of the Transaction.
- 4.5 Parties shall, after signing of this Agreement and payment of the first instalment of 25% of the consideration, work together during the transition process at the Pangani Cliffs Lodge premises, to prepare a full handover of assets and business resources.
- 4.6 In respect of the Assets, it is agreed that;
- 4.6.1 The Vendor shall transfer the Landed Assets to the Purchaser in their "present condition". Parties agree that this condition should be equal to or better than the condition observed by Purchaser during their field visit to Pangani Cliffs Lodge in November 2022. It is noted that during the negotiations of this Transaction, the Vendor has informed the Purchaser that 1 septic tank, the roof at the restaurant and the roof of bungalow number 6 require specific maintenance and improvement. The Purchaser accepts that the maintenance and improvements of these items will be its responsibility.
- 4.6.2 The "non-landed assets" shall be available to the Purchaser for inspection during transition period. The "non-landed assets" shall be handed over in their "present condition which is suitable for normal use" except for the solar batteries (which are still functioning) , the linen/towels (not in good condition), one of the warm water tanks which is leaking. In case the Purchaser find any discrepancy between reality on the ground and reasonable expectations, the Purchaser shall present this to the Vendor during transition period for the Vendor to replace or repair them. Any matter concerning the "non-landed assets" shall be settled in a pragmatic way during transaction and before signing of the hand over note.
- 4.7 The Vendor shall request a documentation from the government in Pangani confirming that structures built within the 60 meters zone at Pangani Cliffs Lodge premises have the approval of the authorities in Pangani.

Randhawa Ahmed
Vendor's Initials.....
R.A.
Purchaser's Initials.....

- 4.8 The Purchaser shall be entitled to commence any development or renovations on the Property on payment of the first installment.
- 4.9 Both Parties have agreed that the Vendor shall handover the Assets to the Purchaser immediately after registration of the Purchaser as the owner of the Assets.
- 4.10 The Purchaser shall take over the full responsibility for the Assets following the handover as per Clause 4.10 above. For avoidance of doubt, once the Transaction is completed and the Vendor has removed all items not subject to this Transaction, the Vendor shall not be responsible or accountable for any Assets sold.
- 4.11 The Transaction shall be deemed completed on registration of the Purchaser as the legal owner of the Assets and payment of the 100% of the consideration to the Vendor.

ARTICLE 5

5. VENDOR'S COVENANTS

The Vendor hereby covenants to the Purchaser as follows: -

- 5.1 In the event the sale and eventual transfer contemplated and envisaged in this Agreement shall fail for no fault of either the Vendor or the Purchaser, parties herein shall relapse to the *status quo*. Consequently, the Vendor shall refund in full all the monies paid by the Purchaser in consideration of the sale of the Assets.
- 5.2 The Vendor shall promptly sign any documentation required to facilitate the completion of this Transaction.
- 5.3 The Vendor shall promptly pay Capital Gains Tax applicable to the transfer of the Assets upon receipt of the assessment from the Tanzania Revenue Authority.
- 5.4 The Vendor shall ensure full payment of land rent and property tax applicable to the assets referred under Clause 2.1 to 2.3 up to and including the 30th day of June 2023.

Randi Sauri A. P. K.
Vendor's Initials.....
Purchaser's Initials.....

5.5 Undertakes promptly to pay all utility accounts including electricity and water (if applicable) up to the date of handover of the Assets and provide proof of all such payments to the Purchaser upon request.

ARTICLE 6

6. VENDOR'S REPRESENTATIONS AND WARRANTIES

The Vendor represents and warrants as follows to the Purchaser, and acknowledges that the Purchaser is relying upon such representations and guarantees in entering into this Agreement.

- 6.1 That it has good marketable title to the Assets and that the Assets are and shall be free from any mortgage, charge, lien, claim or any encumbrances of any nature whatsoever and further that there is no litigation pending before any forum or court in respect of the said Assets or proposed sale and transfer. In the event of such claims, the Vendor shall indemnify the Purchaser immediately.
- 6.2 The Vendor has fully observed and complied in all material respects with all restrictions, conditions and covenants applicable to the Assets, and has not received any notice of any material breach thereof or is to the Vendor's knowledge likely to be received.
- 6.3 That the sale and transfer contemplated in this Agreement is subject to government statutory approvals of disposition.
- 6.4 The execution or performance of the terms and conditions of this Agreement, Transfer Deeds and all related documents shall not result in any breach of the Vendor's Memorandum and Articles of Association, or any related corporate documents.
- 6.5 All information given by or on behalf of the Vendor to the Purchaser in the course of all negotiations leading to this Agreement was, when given, and remains true, complete and accurate in all material respects. The Vendor is not aware of any facts or matters, which would render such information untrue, incomplete, inaccurate or misleading in any material respect.

Randh Sare
[Signature]
[Signature]

- 6.6 The execution of this Agreement and the Transfer Deeds or the performance of its terms will not result in any breach of any agreement to which the Vendor is a party or of any court order or decree.
- 6.7 That subject to Clause 4.3, all liabilities related to employees existing and subsisting on the Property as on the date of passing of title to the Purchaser are the full responsibility of the Vendor and shall not in any way be assumed by the Purchaser.
- 6.8 It will not do, omit, or permit to be done any act or thing or permit the omission of any act or thing, which is intended to or may impair or have an adverse effect upon the consummation of the Transaction contemplated in this Agreement.
- 6.9 All negotiations related to this Agreement and the Transaction contemplated hereby have been carried on by the Vendor and its lawful agents, without intervention of any other person or entity in such manner as to give rise to any valid claim against the Purchaser for a broker's commission, finder's fee or other like payments to any person or entity.
- 6.10 The Vendor represents and warrants that it has the right, power and all necessary authority to enter into this Agreement and to transfer to the Purchaser the Assets free of all encumbrances whatsoever.
- 6.11 The Vendor agrees to indemnify and to hold the Purchaser harmless against all proceedings, costs, claims, demands, charges or expenses and liabilities arising out of misrepresentation, omission to disclose any fact relevant to the intended disposition or breach of the representations and warranties or covenants contained herein by the Vendor resulting in the Purchaser suffering any damage or incurring any liability.
- 6.12 Any claim(s) lodged by the Purchaser against the Vendor pursuant to the above indemnification, representations and warranties shall be limited in aggregate to 100% of the Purchase Price paid to the Vendor.

Randi Same Alkil
Vendor's Initials.....
Purchaser's Initials *RA*.....

ARTICLE 7

7. THE PURCHASER'S REPRESENTATIONS AND WARRANTIES

The Purchaser represents and warrants as follows to the Vendor, and acknowledges that the Vendor is relying upon such representations and guarantees in entering into this Agreement.

- 7.1 The Purchaser has good and sufficient power, authority and right to enter into this Agreement and complete the transactions contemplated hereby.
- 7.2 The Purchaser has authorized the execution of this Agreement and the consummation of the Transactions contemplated thereby, and shall not result in a breach of its organizational/corporate documents.
- 7.3 That before execution of relevant Deeds of Transfer it shall have completed or waived its rights to conduct its own due diligence investigations in respect of the Vendor's Property contemplated in this Agreement.
- 7.4 It will not do or omit or permit to be done any act or thing or permit the omission of any act or thing, which is intended to or may impair or have an adverse effect upon the consummation of the Transaction contemplated in this Agreement or part of the purchased land.
- 7.5 All negotiations related to this Agreement and the Transaction contemplated hereby have been carried on by the Purchaser and its lawful agents, without intervention of any other person or entity in such manner as to give rise to any valid claim against the Vendor for a broker's commission.

ARTICLE 8

8. PURCHASER'S COVENANTS

The Purchaser hereby covenants to the Vendor as follows: -

- 8.1 To pay the Vendor the Price in full within the agreed time.

[Handwritten signature: Preet Kaur Saini]
[Handwritten initials: PK]

8.2 To adhere to all other conditions stated under Article 4 herein above.

ARTICLE 9

9. THE VENDOR'S AND PURCHASER'S COVENANTS

9.1 The Vendor and the Purchaser hereby expressly agree that the completion of the Transaction will take place on the occurrence of the following events:

9.1.1 Approval by the Commissioner of Lands or his appointee for the transfer of Right of Occupancy of the assets listed under Clause 2.1 to 2.3 from the Vendor to the Purchaser.

9.1.2 The payment of the full Purchase Price to the Vendor by the Purchaser.

9.1.3 Successful registration of the Purchaser as the registered owner of the Assets.

9.1.4 Handing over of the Assets by the Vendor to the Purchaser.

9.2 This Agreement constitutes the entire contract between the Parties with regard to the matters dealt with in this Agreement and no representation, terms or warranties not contained herein shall be binding on the Parties.

9.3 No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless in writing and signed by the Parties.

Disbursements: -

9.4 It is hereby agreed that the Transaction costs shall be paid as follows;

9.4.1 The Vendor shall pay capital gains taxes and valuation costs of the Assets.

9.4.2 The Vendor shall ensure that land rent and property tax up to and including the 30th June 2023 for the Assets referred under Clause 2.1 to 2.3.

Randi Sawe
Vendor's Initials.....
[Signature]
Purchaser's Initials.....
[Signature]

9.4.3 The Purchaser shall pay stamp duty, notification and approval fee and registration fees for the transfer of Assets referred under Clause 2.1 to 2.3.

9.4.4 Parties agree that each Party shall bear its own Legal Professional fees for the transaction lawyers in relation to the Transaction.

9.5 The Parties hereby expressly agree that this Agreement and envisaged Transaction shall automatically terminate and the Parties shall relapse to the *status quo* (unless expressly agreed otherwise in writing between the Parties) if required consents and approvals for transfer of the referred under Clause 2.1 to 2.3 is not granted by the Commissioner for Lands.

ARTICLE 10

10. EXPENSES

Except as provided for in Clauses 9.4 above, each party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the Transaction contemplated therein, including all fees and expenses of agents, representatives, counsel and accountants. In the case of termination of this Agreement, the obligation of each party to pay its own expenses shall be subject to any rights of such party arising from a breach of this Agreement by the other party.

ARTICLE 11

11. NOTICES

All notices, requests, consents, demands, waivers and other communications, duly given by either party, shall be in writing in the English language, and shall be sent by hand delivery or prepaid post letter:

FOR THE VENDOR:

Directors,
Pangani Cliffs Lodge Limited,
Kikokwe Village,

12

Rand Saave
Vendor's Initials.....
Purchaser's Initials.....

Tanga - Tanzania

Email: jarle.pedersen@hivolda.no copying in ransaure@online.no

FOR THE PURCHASER:

Directors,

Pangani Venture Limited,

Plot No. 1, Block A, Kikokwe Village

Tanga – Tanzania

Email: wilmke.offereins@gmail.com copying in

ricardozengerink@gmail.com

ARTICLE 12

12. GOVERNING LAW

All matters arising from and in connection with this Agreement shall be governed and construed in accordance with the laws of the United Republic of Tanzania.

ARTICLE 13

13. DISPUTE RESOLUTION

13.1 Should any dispute or difference arise between the Parties to or in connection with this Agreement (or its construction, operation or termination) or other arrangements between them connected with its implementation, which the Parties have been unable to settle amicably, then that dispute or difference shall, upon agreement by both Parties, be referred to Mediation. A Mediator shall be jointly chosen by the Parties to mediate.

13.2 If the Mediation fails, the Parties shall refer the same to Arbitration. Further, each Party shall appoint one arbitrator and the two appointed arbitrators shall appoint an umpire who shall arbitrate the matter to its finality and their decision shall be final and conclusive. The Arbitration proceedings shall be construed in accordance with *the Arbitration Act, Cap. 15 of the Laws of Tanzania R.E. 2020.*

Randi Saure
Vendor's Initials.....

Purchaser's Initials.....

ARTICLE 15

14. MISCELLANEOUS PROVISIONS

- 15.1 Each Party to this Agreement undertakes to take all steps necessary for its implementation and to sign, from time to time all documents, contracts or writings and to do, or to see done, all which is considered necessary to be done in order to fulfill the object of this Agreement and in order to give full effect to its provisions.
- 15.2 The Parties to this Agreement shall maintain confidentiality and shall not disclose to any third party, the subject matter, the terms and contents of this Agreement, except by mutual consent in writing or to the extent required by law.
- 15.3 Except in the case of express waiver, the fact that one Party does not exercise all or any part of its rights, which are conferred upon it by this Agreement, shall not constitute in any event the waiver, or abandonment of the rights not exercised
- 15.4 This Agreement has been executed in Four (4) identical originals, all of which shall constitute one instrument

IN WITNESS HEREOF, the Parties hereto have executed Four (4) originals of this Sale Agreement on the date and year first herein above written in the following manner: -

SEALED with the **COMMON SEAL** of the said **PANGANI CLIFFS LODGE LIMITED** and **DELIVERED** in our presence this day of 2023.



NAME: JARLE PEDERSEN

SIGNATURE: J Ped

QUALIFICATION: **DIRECTOR**

Randi Same J Ped
Vendor's Initials.....
Purchaser's Initials.....

NAME: RANDI BRITT SAURE

SIGNATURE: *Randi Saure*

QUALIFICATION: DIRECTOR/ COMPANY SECRETARY

SEALED with the COMMON SEAL of the said
PANGANI VENTURE LIMITED
And DELIVERED in our presence this.....
day of 2023.



PURCHASER

NAME: Ricardo Joseph Maria Zengerink

SIGNATURE: *RJZ*

QUALIFICATION: DIRECTOR

NAME: Willenke Pieterenella Cornelia Offoreins

SIGNATURE: *WPO*

QUALIFICATION: DIRECTOR

Randi Saure
Vendor's Initials.....
WPO
Purchaser's Initials.....

Schedule I

Assets List, Pangani Cliffs Lodge

- 1 Building main – 4 bedrooms, 1 Hall, 3 bathrooms, 1 restaurant section, terraces on front and back
- 1 Garden – around the main building, pool/bar area, cliff area and beyond.
- 3 Seaside Bungalows – bedroom + bathroom and rear terrace section + front terrace section
- 1 Seaside Banda (small bungalow) – bedroom and bathroom + front terrace
- 1 Building, Kitchen Fully equipped to serve 20+ people
- 1 Building Laundry, fully equipped with washing machine and quality cotton bed linen and towels
- 1 Building, Staff house/store
- 1 Building, Store + latrine and shower staff
- 1 Building, Latrine + shower staff
- 1 Building, Reception with furniture and office equipment
- 1 Building, Bar with all equipment, glasses etc.
- 1 Car parking shed
- 1 Swimming pool 5m x 7 m /w filter and all equipment
- 1 Solar system with panel, inverter and batteries
- 1 Generator (bought in April/May 2022)
- 1 Well with fresh water+ water pumping equipment
- 1 Water tower with tank of 3000 litre
- 9 Furniture - beds high quality hardwood
- 7 Furniture – high quality spring- and memory foam mattresses
- 4 Furniture beds ordinary with mattresses
- 2 Furniture children's beds
- 5 Furniture Tables, dining high quality hardwood
- 14 Furniture chairs dining high quality wood
- Furniture front terrace, 8 chairs and two tables
- 7 Furniture Safari tables
- 18 Furniture Safari chairs
- 6 Furniture Safari chairs - resting chairs/sunbeds
- 2 furniture driftwood art furniture, one coach and one coffee table
- 2 Furniture crafted African art, one chair and one table

Pand. Sawa J. Paul
P. J. *PA*

2 Furniture bookshelves hall - high quality hardwood

1 Furniture table hall - high quality wood

1 Cupboard with high quality wood top

Kitchen equipment - includes 2 freezers and 1 fridge, stove and fully equipped kitchen

Tools and equipment in the store

Local furniture fixed + 6 sunbeds + 3 hammocks etc.

Assorted art/ handicraft items, paintings, rugs, cushions, batik, wooden sculptures etc.

Garden with all assets such as flowerpots etc.

Randi Samudra Perla
P. A.

Employees List & Salaries

Name	Monthly Gross Salary IN TSH
Rama Laly Akida (Manager)	930000
Saidi Hamisi Juma (Chef)	530000
Ambrose Robert Philimon (Waiter)	250000
Halima Ramadhani Kibwana (Rooms)	250000
Omari Shabani Mristo (Guard)	220000
Pitter Raphael Dongu (Guard)	230000
Ramadhani Mbaru (Guard)	200000
Kibwana Mfaume (Gardener)	200000
Athumani Jeremia Sefu (Cook)	200000
Ramadhani Athumani Malale (Mainatinance)	250000
Sefu Jeremia Sefu (Rooms)	250000
Hassan mtoo (trainee)	150000

Rama Laly Akida *J. Philimon*
B *OH*

TITLE No. **33008**
 REGISTERED **ON**
4.7.2011.
9-00A

 Asst. Registrar of Titles



Land Form No. 22


Stamp Duty Shs. **108/=** Paid
 and Revenue Receipt No. **41227543**
 of **8.6.2011** issued

 Asst. Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
 (NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY
 (Under Section 29)

Stamp Duty Shs. **9680/=** Paid
 on Original Revenue Receipt No. **41227543**
 of **8.6.2011.**

 Asst. Registrar of Titles

LAND REGISTRY MOSHI

Title No: **33008**
 L.O No. 384709
 File No. PA/3563

The **30th** day of **June,** Two Thousand and Eleven

THIS IS TO CERTIFY that **THABIT SALEH TAMBWE** of P.O.BOX 55 PANGANI (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 **thirty three** years from the **first** day of **April, Two thousand and eleven** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefore or amendment thereof and to the following special conditions:-

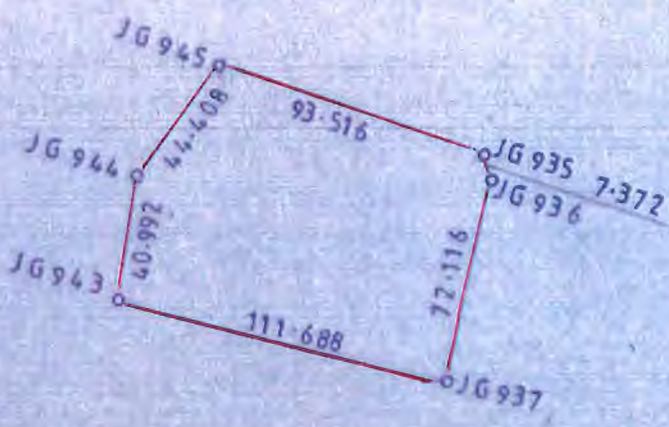
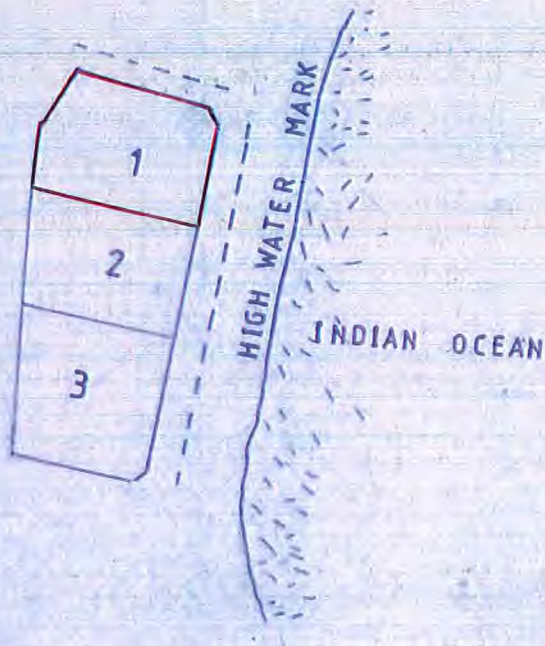
1. The Occupier having paid rent up to the thirtieth day of **June, 2011**; shall thereafter pay rent of shillings **One hundred ninety three thousand six hundred sixty six (Tshs.193,666/=)** only a year in advance on the first day of July in every year of the term without deduction **PROVIDED** that 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) Building to be in permanent materials.
 - (iv) Submit building plans to the **PANGANI DISTRICT COUNCIL** within six months from the date of commencement of the Right.
 - (v) Building construction to begin within six months after approval of plans.
 - (vi) Building to be completed within thirty six (36) months from the date of the commencement of the Right.
3. **USER:** The land shall be used for **Commercial, Residential purposes only**. Use group 'A' use classes **(a)** and **(c)** and Use group "B" use classes (d) 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 Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with all premia, taxes and dues prescribed in connection with the disposition.
 6. The President may revoke the right for good cause or in public interest.

PANGANI DISTRICT



LOCATION Kikokwe
PLOT No. 1
BLOCK A
L. O. No. 384709
AREA = 8803 M²



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

This plan, prepared in accordance with Registered plan No: 66056 is approved for purposes of the Land Registration Ordinance. Director of Surveys and Mapping. Date: 7/6/2011
Ministry of Lands, Housing and Urban Development
Dar es Salaam:

SCHEDULE

ALL that Land known as **Plot No. 1 Block "A"** situated at **Kikokwe Area** in **Pangani District** containing **Eight thousand eight hundred and three (8,803) Square meters** shown for identification only edged **red** on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **66056** deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

Given under my official seal the day and year first above written


COMMISSIONER FOR LANDS

I, the within named **THABIT SALEHE TAMBWE** the within named hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said)
THABIT SALEHE TAMBWE)
who is known to me personally/identified)
to me by))
.....)
the latter being known to me personally in my)
presence this. 23.....day of June.....2011)
)
Witness's)
Signature.....**THOMAS OKELLO AFITE**)
ADVOCATE &)
Postal Address:.....**COMMISSIONER FOR O.A.T.S**)
P. O. Box 161 289)
DAR ES SALAAM)
Qualification:.....)



LAND REGISTRY, MOSHI

TRANSFER

Filed Document No. 32905.

Date of registration 11-01-2012 time 1:00 pm

To PANGANI CLIFFS LODGE

LIMITED P.O. BOX 55 PANGANI

(Cont. USD \$ 30,000.00)



Asst Registrar of Files

THE LAND ACT, 1999
(NO. 4 OF 1999)

TRANSFER OF RIGHT OF OCCUPANCY
(Under section 62)

CERTIFICATE OF OCCUPANCY BEARING TITLE NO 33008
(Plot No. 1 Block "A" Kikokwe Area in Pangani Tanga.)

IN CONSIDERATION of the sum of United State Dollars thirty thousand (USD 30,000.00) I, **THABIT SALEH TAMBWE** of P. O. Box 55, Tanga. **HEREBY TRANSFER** to **PANGANI CLIFFS LODGE LIMITED** a private company incorporated with limited liability in the United Republic of Tanzania for the purpose hereof of P. O. Box 55, Pangani District, Tanga in the Right of Occupancy registered under the above reference.

Transferor

SIGNED and DELIVERED by
THABIT SALEH TAMBWE
who is known to me personally/identified by
.....
the latter being known to me personally
this 24th day of October , 2011 in my
presence:



THABIT SALEH TAMBWE

Witness Signature

Witness Name

Address

Qualification

Transferee

SEALED with the Common Seal of
PANGANI CLIFFS LODGE LIMITED
and DELIVERED in the presence of us
this 24th day of October, 2011

Full Name: JARLE PEDERSEN
Signature: [Signature]
Address:
Designation: Director

Full Name: RANDI SAURE
Signature: [Signature]
Address:
Designation: Director/Company Secretary

DRAWN BY:
ADEPT Chambers
P. O. Box 79651
Dar es Salaam

STAMP DUTY TSAs. 530,000/- ERV NO. 44584060 OF
2-4-2012
CONSENT FEE TSAs. 5,000/- ERV NO. 44584058
OF 2-4-2012
CAPITAL GAINS TAX CLEARANCE CERTIFICATE
No. DD99470 OF 07/12/2011 ISSUED.

IN EXERCISE OF THE POWERS VESTED
IN ME UNDER SECTION 37 OF THE
LAND ACT 1999 I.....

.....
AUTHORISED OFFICER HEREBY APPROVE
.....
POSITION

.....
AUTHORISED OFFICER

DATE

[Handwritten initials]

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, 1999
(NO. 4 OF 1999)
NOTIFICATION OF A DISPOSITION
[Under Section 36]
(To be submitted in triplicate)

C.T. NO. 33008
L.O. NO. 384709
FILE NO. PA/3563

TO COMMISSIONER FOR LANDS/ AUTHORISED OFFICER

I, **THABIT SALEH TAMBWE** of P.O. Box 55, Tanga, Tanzania HEREBY NOTIFY you of the disposition which is intended to be made in favour of **PANGANI CLIFFS LODGE LIMITED** of P. O. Box 55, Tanga, Tanzania in respect of a right of occupancy registered under the above reference.

WE HEREBY present the following particulars:-

1. Nature of disposition **TRANSFER OF RIGHT OF OCCUPANCY**
2. Particulars of purchaser/assignee/mortgagee/lessee
3. **PANGANI CLIFFS LODGE LIMITED**
4. The following documents are enclosed
 - i. Three (3) copies of duly executed Transfer of Right of Occupancy
 - ii. Original Certificate of Title No. 33008;
 - iii. Original Valuation Report and Original Exchequer Receipt evidencing fee paid; and
 - iv. Original Land Rent Receipt for year 2011/2012.

5. Other particulars:

Date:

APPLICANT(S):

ADAPT Chambers
P.O. Box 79651
DAR ES SALAAM - TANZANIA

AUTHORISED LAND OFFICER
PANGANI DISTRICT OFFICE

Fee: 5,000/= ERV 44584059
of 2-4-2012

SEAL/OFFICIAL STAMP:

COMMISSIONER FOR LANDS/ AUTHORISED OFFICER

DATE: 25-05-2012

PLACE: PANGANI

Copy: The Registrar:

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, 1999
(NO. 4 OF 1999)
APPLICATION FOR APPROVAL OF DISPOSITION (S)
[Under Section 39]

C.T. NO. 33008
L.O. NO. 384709
FILE NO. PA/3563

I, **THABIT SALEH TAMBWE** of P. O. Box 55, Tanga, Tanzania (hereinafter referred to as "the Applicant") HEREBY APPLY for APPROVAL of disposition(s) of a right of occupancy registered under the above reference.

1. Particulars of purchaser/assignee/mortgage (if not a prescribed lender)

PANGANI CLIFFS LODGE LIMITED

2. I the Applicant supply the following information and or documentation:

- i. Three (3) copies of duly executed Transfer of Right of Occupancy;
- ii. Original Certificate of Title No. 33008;
- iii. Original Valuation Report and original Exchequer receipt paid for valuation fees; and
- iv. Original Land Rent Receipt for the year 2011/2012

Date: _____

Applicant(s): _____

DEPT Chambers
P.O. Box 79651
DAR-ES-SALAAM - TANZANIA

For Official Use Only

a) Approved/Refused: _____

b) Remarks: _____

Commissioner for Lands/ Authorized Officer

Date: 25-05-2012

Served upon Me/Us

Signature of Applicant(s)

Date: _____

Fee: Tshs ^{10,000} 5,000.00 being approved fee

AUTHORIZED LAND OFFICER
MADIMBE DISTRICT COUNCIL

180 43 89061 1 1/1 1/1

TITLE No. **33004**
 REGISTERED ON **4.7.2011.**
9-00A
 at m
 Asst. Registrar of Titles
 LAND REGISTRY, MOSHI
 UNITED REPUBLIC OF TANZANIA

Land Form No. 22
 Stamp Duty Shs. **100/=** Paid
 and Revenue Receipt No. **41227535**
 of **8.6.2011** Issued
 Asst. Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
 (NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY
 (Under Section 29)

Stamp Duty Shs. **8945/=** Paid
 on Original Revenue Receipt No. **41227535**
 of **8.6.2011.**
 Asst. Registrar of Titles

LAND REGISTRY MOSHI
 Title No: **33004.**
 L.O No. 384710
 File No. PA/3564

The **30th** day of **June,** Two Thousand and Eleven

THIS IS TO CERTIFY that **THABIT SALEH TAMBWE** of P.O.BOX 55 PANGANI (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 **thirty three** years from the **first** day of **April, Two thousand and eleven** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefore or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of **June, 2011**; shall thereafter pay rent of shillings **One hundred seventy nine thousand one hundred (Tshs.179,100/=)** 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) Building to be in permanent materials.
 - (iv) Submit building plans to the **PANGANI DISTRICT COUNCIL** within six months from the date of commencement of the Right.
 - (v) Building construction to begin within six months after approval of plans.
 - (vi) Building to be completed within thirty six (36) months from the date of the commencement of the Right.
3. **USER:** The land shall be used for **Commercial, Residential purposes only**. Use group 'A' use classes (a) and (c) and Use group "B" use classes (d) 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 Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with all premia, taxes and dues prescribed in connection with the disposition.
 6. The President may revoke the right for good cause or in public interest.

SCHEDULE

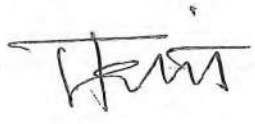
ALL that Land known as **Plot No. 2 Block "A"** situated at **Kikokwe Area in Pangani District** containing **Eight thousand One hundred Fourty One (8,141) square meters** shown for identification only edged **red** on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **66056** deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

Given under my official seal the day and year first above written


COMMISSIONER FOR LANDS

I, the within named **THABIT SALEH TAMBWE** the within named hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said)
THABIT SALEH TAMBWE)
who is known to me personally/identified)
to me by))
.....)
the latter being known to me personally in my)
presence this 23.....day of... JUNE.....2011)
)
Witness's)
Signature..... **THOMAS OKELLO ATITO**)
ADVOCATE &)
Postal Address:..... **COMMISSIONER FOR LANDS**)
P. O. Box 10567)
DAR ES SALAAM)
Qualification:.....)



LAND REGISTRY, MOSHI
TRANSFER

Filed Document No. 32904.

Date of registration. 11-06-2012 time 1:00 pm

To PANGANI CLIFFS LODGE

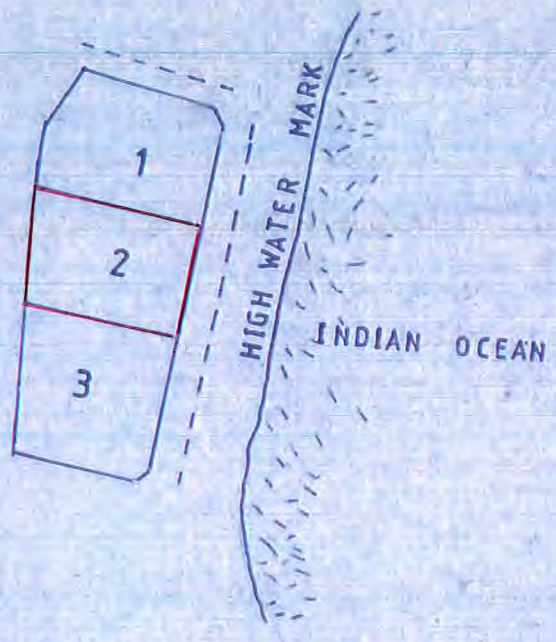
LIMITED BOX 55, PANGANI
(Costs. USD \$ 30,000.00)


Asst Registrar of Titles


PANGANI DISTRICT



LOCATION Kikokwe
PLOT No. 2
BLOCK A
L. O. No. 384710
AREA = 8141 M²



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

This plan, prepared in accordance with Registered plan No: 66056 is approved for purposes of the Land Registration Ordinance, Director of Surveys and mapping,  Date 7/6/2011
Ministry of Lands Housing and Urban Development
Dar es Salaam:

THE LAND ACT, 1999
(NO. 4 OF 1999)

TRANSFER OF RIGHT OF OCCUPANCY
(Under section 62)

CERTIFICATE OF OCCUPANCY BEARING TITLE NO 33004
(Plot No. 2 Block "A" Kikokwe Area in Pangani Tanga.)

IN CONSIDERATION of the sum of United State Dollars thirty thousand (USD 30,000.00) I, **THABIT SALEH TAMBWE** of P. O. Box 55, Tanga. **HEREBY TRANSFER** to **PANGANI CLIFFS LODGE LIMITED** a private company incorporated with limited liability in the United Republic of Tanzania for the purpose hereof of P. O. Box 55, Pangani District, Tanga the Right of Occupancy registered under the above reference.

Transferor

SIGNED and DELIVERED by]

THABIT SALEH TAMBWE]

who is known to me personally/identified by]

.....]

the latter being known to me personally]

this *24th* day of *October*, 2011 in my]
presence:]



Thabit Saleh Tambwe

THABIT SALEH TAMBWE

Witness Signature]

Witness Name]

Address]

Qualification]

[Handwritten Signature]
JOHN I. K. LASWAI
Advocate, Notary Public &
Commissioner for Oaths
P. O. Box 20787, DAR-ES-SALAAM

B *NP*

Transferee

SEALED with the Common Seal of]
PANGANI CLIFFS LODGE LIMITED]
and DELIVERED in the presence of us]
this 24th day of October 2011]

Full Name: JARIG PEDERSEN]
Signature: X [Signature]]
Address:]
Designation: Director]

Full Name: RANDI SAURE]
Signature: X [Signature]]
Address:]
Designation: Director/Company Secretary]


DRAWN BY:
ADEPT Chambers
P. O. Box 79651
Dar es Salaam

STAMP DUTY TSHS. 500,000/ERN 44584064 OF 2/4/2012
CONSENT FEE TSHS. 5,000/ERN No. 4458462 OF 2/4/2012
CAPITAL GAINS CAPITAL TAX CLEARANCE
CERTIFICATE NO. 0099478 OF 7/12/2011 ISSUED


IN EXERCISE OF THE POWERS VESTED
IN ME UNDER SECTION 37 OF THE
LAND ACT 1999 I... CHBZO
P. NKELEGE
AUTHORISED OFFICER HEREBY APPROVE
THIS DISPOSITION

[Signature]
AUTHORISED OFFICER
DATE... 25-05-2012

AP

FILED DOCUMENT No. 32904.
REGISTERED on 11-06-2012.
at 1.00 pm

Asst. Registrar of Titles



Stamp Duty Shs. 500/- Paid
and Revenue Receipt No. 4458462
of 2-04-2012 issued.

Asst. Registrar of Titles

Stamp Duty Shs. 500,000/- Paid
on Original Revenue Receipt No. 4458462 of 2-04-2012.

Asst. Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, 1999
(NO. 4 OF 1999)
NOTIFICATION OF A DISPOSITION
[Under Section 36]
(To be submitted in triplicate)

C.T. NO. 33004
L.O. NO. 384710
FILE NO. PA/3564

TO COMMISSIONER FOR LANDS/ AUTHORISED OFFICER

I, **THABIT SALEH TAMBWE** of P.O. Box 55, Tanga, Tanzania HEREBY NOTIFY you of the disposition which is intended to be made in favour of **PANGANI CLIFFS LODGE LIMITED** of P. O. Box 55, Tanga, Tanzania in respect of a right of occupancy registered under the above reference.

WE HEREBY present the following particulars:-

1. Nature of disposition **TRANSFER OF RIGHT OF OCCUPANCY**
2. Particulars of purchaser/assignee/mortgagee/lessee
3. **PANGANI CLIFFS LODGE LIMITED**
4. The following documents are enclosed
 - i. Three (3) copies of duly executed Transfer of Right of Occupancy
 - ii. Original Certificate of Title No. 33004;
 - iii. Original Valuation Report and Original Exchequer Receipt evidencing fee paid; and
 - iv. Original Land Rent Receipt for year 2011/2012.
5. Other particulars:

Date:

APPLICANT(S):

Fee: 5,000/- ERN. NO. 44584063 of 2/4/12

SEAL/OFFICIAL STAMP:

AUTHORISED LAND OFFICER
PANGANI DISTRICT COUNCIL

DEPT Chambers
P.O. Box 79651
DAR-ES-SALAAM - TANZANIA

COMMISSIONER FOR LANDS/ AUTHORISED OFFICER

DATE: 25-05-2012

PLACE: PANGANI

Copy: The Registrar:

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, 1999
(NO. 4 OF 1999)
APPLICATION FOR APPROVAL OF DISPOSITION (S)
[Under Section 39]

C.T. NO. 33004
L.O. NO. 384710
FILE NO. PA/3564

I, **THABIT SALEH TAMBWE** of P. O. Box 55, Tanga, Tanzania (hereinafter referred to as "the Applicant") HEREBY APPLY for APPROVAL of disposition(s) of a right of occupancy registered under the above reference.

1. Particulars of purchaser/assignee/mortgage (if not a prescribed lender)

PANGANI CLIFFS LODGE LIMITED

2. I the Applicant supply the following information and or documentation:

- i. Three (3) copies of duly executed Transfer of Right of Occupancy;
- ii. Original Certificate of Title No. 33004;
- iii. Original Valuation Report and original Exchequer receipt paid for valuation fees; and
- iv. Original Land Rent Receipt for the year 2011/2012

Date: _____

Applicant(s): _____

DEPT Chambers
P.O. Box 79651
DAR-ES-SALAAM - TANZANIA

For Official Use Only

a) Approved/Refused: _____
b) Remarks: _____

Commissioner for Lands/ Authorized Officer

Date: 25-05-2012

Served upon Me/Us

Signature of Applicant(s)

Date: _____

AUTHORIZED LAND OFFICER
TANGA DISTRICT OFFICE

Fee: Tshs 5,000.00 being approved fee

ERV NO. 44584057

BF 2/4/2012



Certificate of Vaccination / Vaksinasjonskort

Surname / Etternavn: Pedersen
 Given names / Fornavn: Jarle
 National ID number / Fødselsnummer: 21125846324
 Date of issue / Utstedelsesdato: 30.09.2022

Vaccination Vaksinasjon	Vaccination date (dd.mm.yyyy) Vaksinasjonsdato			
Cholera Kolera	23.09.1999	24.08.2010		
Covid-19 Covid-19	02.06.2021	15.07.2021	06.01.2022	
Diphtheria Difteri	23.09.1999	24.08.2010		
Hepatitis A Hepatitt A	23.09.1999	11.10.2005	18.11.2005	18.04.2006
Hepatitis B Hepatitt B	11.10.2005	18.11.2005	18.04.2006	
Meningococcal disease, A Meningokokk sykdom, A	24.08.2010			
Meningococcal disease, C Meningokokk sykdom, C	24.08.2010			
Meningococcal disease, W Meningokokk sykdom, W	24.08.2010			
Meningococcal disease, Y Meningokokk sykdom, Y	24.08.2010			
Poliomyelitis Poliomyelitt	11.10.2005			
Tetanus Stivkrampe	23.09.1999	24.08.2010		
Typhoid fever Tyfoidefeber	23.09.1999	24.08.2010	28.05.2013	
Yellow fever Gulfeber	23.09.1999	24.08.2010		

This certificate presents documentation from the Norwegian Immunization Registry SYSVAK at the Norwegian Institute of Public Health. The information is based on vaccines reported from vaccination institutions by authorized health personnel.

Vaksinasjonskortet viser informasjon fra Nasjonalt vaksinasjonsregister SYSVAK ved Folkehelseinstituttet. Opplysningene om hvilke sykdommer du er vaksinert mot og når vaksinen er satt, er basert på innrapportering fra autorisert helsepersonell på vaksinasjonsstedet.

TITLE No. **33014**
 REGISTERED ON **4.7.2011**
9-00 A m
 Asst. Registrar of Titles



Land Form No. 22
 Stamp Duty Shs. **108/=** Paid
 and Revenue Receipt No. **41227555**
 of **8.6.2011** issued
 Asst. Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
 (NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY
 (Under Section 29)

Stamp Duty Shs. **10290/=** Paid
 on Original Revenue R. No. **41227555**
 of **8.6.2011**
 Asst. Registrar of Titles

LAND REGISTRY MOSHI

Title No: **33014**
 L.O No. 384711
 File No. PA/3565

The **30th** day of **June**, Two Thousand and Eleven

THIS IS TO CERTIFY that **THABIT SALEH TAMBWE** of P.O.BOX 55 PANGANI (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 **thirty three** years from the **first** day of **April, Two thousand and eleven** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefore or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of **June, 2011**; shall thereafter pay rent of shillings **Two hundred and five thousand nine hundred fourty (Tshs,205,940/=)** 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) Building to be in permanent materials.
 - (iv) Submit building plans to the **PANGANI DISTRICT COUNCIL** within six months from the date of commencement of the Right.
 - (v) Building construction to begin within six months after approval of plans.
 - (vi) Building to be completed within thirty six (36) months from the date of the commencement of the Right.
3. **USER:** The land shall be used for **Commercial, Residential purposes only**. Use group 'A' use classes **(a)** and **(c)** and Use group "B" use classes (d) 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. Te Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with all premia, taxes and dues prescribed in connection with the disposition.
 6. The President may revoke the right for good cause or in public interest.

PANGANI DISTRICT



LOCATION Kikokwe
PLOT No. 3
BLOCK A
L. O. No. 384711
AREA = 9361 M²



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

This plan, prepared in accordance with Registered plan No: 66056 is approved for purposes of the Land Registration Act, 1962, by the Director of Surveys and Mapping, Ministry of Lands, Housing and Urban Development, Dar es Salaam. Date: 7/6/2011

SCHEDULE

ALL that Land known as **Plot No. 3 Block "A"** situated at **Kikokwe Area** in **Pangani District** containing **Nine thousand three hundred sixty one (9,361) Square metres** shown for identification only edged **red** on the plan attached to this Certificate and defined on the registered Survey Plan Numbered **66056** deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

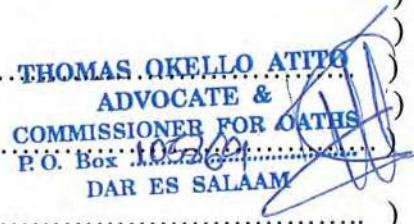
Given under my official seal the day and year first above written


~~ACT~~ **COMMISSIONER FOR LANDS**

I, the within named **THABIT SALEHE TAMBWE** the within named hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said)
THABIT SALEHE TAMBWE)
who is known to me personally/identified)
to me by))
.....)
the latter being known to me personally in my)
presence this...23...day of...JUNE.....2011)
)
Witness's)
Signature.....**THOMAS OKELLO ATITO**)
ADVOCATE &)
COMMISSIONER FOR OATHS)
Postal Address:.....**P.O. Box 10536**)
DAR ES SALAAM)
Qualification:.....)





LAND REGISTRY, MOSHI

TRANSFER

Filed Document No. 32906.

Date of registration 11-06-2012 time 1:00 pm

To PANGANI CLIFFS LODGE

LIMITED BOX 55, PANGANI

(Costs. USD \$ 40,000.00)


Asst Registrar of Titles

THE LAND ACT, 1999
(NO. 4 OF 1999)

TRANSFER OF RIGHT OF OCCUPANCY
(Under section 62)

CERTIFICATE OF OCCUPANCY BEARING TITLE NO 33014
(Plot No. 3 Block "A" Kikokwe Area in Pangani Tanga.)

IN CONSIDERATION of the sum of United State Dollars Forty Thousands (USD 40,000) I, THABIT SALEH TAMBWE of P. O. Box 55, Tanga. **HEREBY TRANSFER** to **PANGANI CLIFFS LODGE LIMITED** a private company incorporated with limited liability in the United Republic of Tanzania for the purpose hereof of P. O. Box 55, Pangani District, Tanga the Right of Occupancy registered under the above reference.

Transferor

SIGNED and DELIVERED by
THABIT SALEH TAMBWE
who is known to me personally/identified by
.....
the latter being known to me personally
this 24th day of October , 2011 in my
presence:



[Handwritten signature in blue ink]

THABIT SALEH TAMBWE

Witness Signature

Witness Name

Address

Qualification

[Handwritten signature in blue ink]
JOHN K. LASWAI
Advocate, Notary Public &
Commissioner for Oaths
P. O. Box 20787, DAR-ES-SALAAM

[Handwritten initials in blue ink]

Transferee

SEALED with the Common Seal of
PANGANI CLIFFS LODGE LIMITED
and DELIVERED in the presence of us
this 24th day of October, 2011

Full Name: JARLE PEDERSEN

Signature: x [Signature]

Address:

Designation: Director

Full Name: RANDI SAURE

Signature: x [Signature]

Address:

Designation: Director/Company Secretary

DRAWN BY:
ADEPT Chambers
P. O. Box 79651

Dar es Salaam

STAMP DUTY T313. 660,000/= ERV NO. 4458066
OF 2/4/2011

CONSENT FEE T313. 5,000/= ERV 4458066
OF 2/4/2011

CAPITAL GAINS TAX CLEARANCE CERTIFICATE
No. 0099477 OF 07/12/2011 ISSUED

IN EXERCISE OF THE POWERS VESTED
IN ME UNDER SECTION 37 OF THE
LAND ACT 1999 I [Signature]

P. MLELEGE
AUTHORISED OFFICER HEREBY APPROVE
THE DISPOSITION

[Signature]
AUTHORISED OFFICER
DATE 25-05-2012

RS [Signature]

FILED DOCUMENT No. 32906.

REGISTERED on 11-06-2012

at 1.00 pm



[Signature]

Asst. Registrar of Titles

Stamp Duty Shs. 500/- Paid

and Revenue Receipt No. 4458068

of 2-04-2012 issued.

[Signature]

Asst. Registrar of Titles

Stamp Duty Shs. 660,000/- Paid

on Original Revenue Receipt No. 4458068 of 2-04-2011

[Signature]

Asst. Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, 1999
(NO. 4 OF 1999)
NOTIFICATION OF A DISPOSITION
[Under Section 36]
(To be submitted in triplicate)

C.T. NO. 33014
L.O. NO. 384711
FILE NO. PA/3565

TO COMMISSIONER FOR LANDS/AUTHORISED OFFICER

I, **THABIT SALEH TAMBWE** of P.O. Box 55, Tanga, Tanzania HEREBY NOTIFY you of the disposition which is intended to be made in favour of **PANGANI CLIFFS LODGE LIMITED** of P. O. Box 55, Tanga, Tanzania in respect of a right of occupancy registered under the above reference.

WE HEREBY present the following particulars:-

1. Nature of disposition **TRANSFER OF RIGHT OF OCCUPANCY**
2. Particulars of purchaser/assignee/mortgagee/lessee
3. **PANGANI CLIFFS LODGE LIMITED**
4. The following documents are enclosed
 - i. Three (3) copies of duly executed Transfer of Right of Occupancy
 - ii. Original Certificate of Title No. 33014;
 - iii. Original Valuation Report and Original Exchequer Receipt evidencing fee paid; and
 - iv. Original Land Rent Receipt for year 2011/2012.
5. Other particulars:

Date:

APPLICANT(S):

Fee: 5,000,000.00 TZS
443840673/2/4/12

SEAL/OFFICIAL STAMP:

**AUTHORISED LAND OFFICER
PANGANI DISTRICT COUNCIL**

**AMBERT Chambers
P.O. Box 79651
DAR-ES-SALAAM - TANZANIA**

COMMISSIONER FOR LANDS/AUTHORISED OFFICER

DATE: 25-05-2012

PLACE: PANGANI

Copy: The Registrar:

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, 1999
(NO. 4 OF 1999)
APPLICATION FOR APPROVAL OF DISPOSITION (S)
[Under Section 39]

C.T. NO. 33014
L.O. NO. 384711
FILE NO. PA/3565

I, **THABIT SALEH TAMBWE** of P. O. Box 55, Tanga, Tanzania (hereinafter referred to as "the Applicant") HEREBY APPLY for APPROVAL of disposition(s) of a right of occupancy registered under the above reference.

1. Particulars of purchaser/~~assignee/mortgage~~ (if not a prescribed lender)

PANGANI CLIFFS LODGE LIMITED

2. I the Applicant supply the following information and or documentation:

- i. Three (3) copies of duly executed Transfer of Right of Occupancy;
- ii. Original Certificate of Title No. 33014;
- iii. Original Valuation Report and original Exchequer receipt paid for valuation fees; and
- iv. Original Land Rent Receipt for the year 2011/2012

Date: _____

Applicant(s): _____

ADEPT Chambers
P.O. Box 79631
DAR-ES-SALAAM - TANZANIA

For Official Use Only

a) Approved/Refused: _____
b) Remarks: _____

Commissioner for Lands/ Authorized Officer

Date: 25-05-2012

Served upon Me/Us _____

Signature of Applicant(s) _____

Date: _____

**AUTHORIZED LAND OFFICER
PANGANI DISTRICT COUNCIL**

10,000/-
Fee: Tshs 5,000.00 being approved fee

IRV 44584065 of 2/4/2012