
DEED OF TRANSFER OF LAND

This agreement is made at Arusha this 30th day of November, 2023

By and between

MAWENZI INSURANCE BROKERS a company operating in Arusha and of P. O. Box 173 Arusha hereinafter referred to as "**The Donor**" (which expression shall include wherever applicable their Heir Executor, Legal Representatives and Assigns of the **ONE PART**.)

AND

M/S URBAN FOREST COMPANY LIMITED a Company Incorporated under the Laws of Tanzania of P. O. Box No. 173 Arusha hereinafter referred to as "**the Donee**" of the **OTHER PART**.

WHEREAS the **Donee** is absolutely seized and possessed for a well and sufficiently entitled to the land and all that property and developments on the said land at **Plot 100, Ingira Road Corridor within the region of Arusha** and more Particularly described in the handover document issued by the Government Title No. **L.O 33336 of 29/08/2021**.

AND WHEREAS the **Donors** have offered to donate the Land together with all exhausted and unexhausted improvement made, carried and under key or the land where the said property is situated. And the **Donee** has agreed to accept and take over the said land as it is more particular described in the document above referred.

NOW THIS AGREEMENT WITNESSED AS UNDER:-

1. That in pursuance of the said agreement and in consideration of natural love and affection

a) The **Donor** have handed over to the **Donee** the document issued by the Ministry of Land and Urban Development which proves ownership to the said land at **Plot No. 100 Ingira Road Corridor Area, Arusha**.

b) And that upon execution of the present document **Donors** do hereby grant, convey and assign by way of absolute donation into the **Donee** all that is comprised in the land described above together with all other rights, easement, advantages, privileges and appurtenances whatsoever attached thereto to have and to hold the same unto the **Donee** herein absolutely forever and absolutely free from all encumbrances, claims, demands attachments and charges but subject however to the payment of all government charges fees and other taxes arising after the execution of these presents.

2. The **Donor** do hereby covenant with the **Donee** that they have a good and subsisting right title and investment and full powers to grant, convey and assign the said property in the manner aforesaid. And further assure and covenant with the **Donee** that the said property is free from all encumbrances, claims, demands and other court attachments and that the **Donee** may quietly enter into and enjoy the said without any lawful

interruption, claims, demands or disturbance whatsoever from the said Donors or any other person or persons claiming through, under or in trust for them;

3. The **Donee** shall at their own cost do all that is required to effect the transfer of the said property unto themselves upon the consent of the Land Office and other permissions required for the completion of the transfer.
4. The Donors do hereby covenant with the **Donee** that wherever reasonably required by the said **Donee** and at the cost of **Donee**, the Donor will do sign and execute all other acts, deeds and writing for further and better assuring the said property is hereby conveyed to the said **Donee**.

IN WITNESS WHEREOF the **Donor** and the **Donee** have hereunto set their respective hands to this agreement on the day, month and year first above herein written.

Signed and delivered at Arusha by the said]]
MAWENZI INSURANCE BROKERS]]
who are known to me personally]]
this 30th day of November, 2023]]

Name : *Peter Kilasawa Maghimbi*
Signature : *[Signature]*
Qualification : *DIRECTOR*
Postal Address : *P.O. Box 173, ARUSHA.*



Signed and delivered at Arusha by the said

Name of Company : *URBAN FOREST COMPANY LTD*
Signature : *[Signature]*
Qualification : *DIRECTOR*
Postal Address : *P.O. Box 3074, ARUSHA*

Witness to the above Signatures:

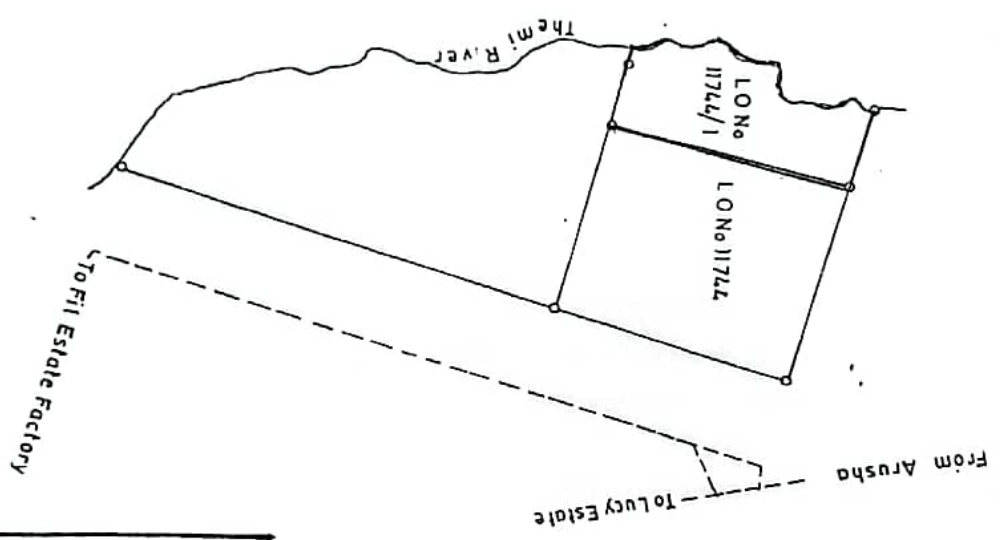
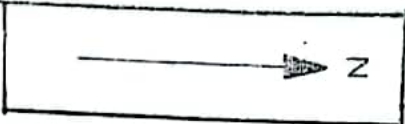
Name :
Signature :
Qualification :
Postal Address :

GENERAL SUMMARY

| | | | | |
|---|--|--|-----|------------------|
| BILL No.1 - PRELIMINARIES AND GENERAL MATTERS | | | | 146,300,000.00 |
| MEASURED WORK | | | | |
| BILL No.2 - HOTEL BUILDING | | | | 3,807,200,317.60 |
| SERVICE INSTALLATIONS | | | | |
| BILL No.3 - MECHANICAL INSTALLATION | | | | 831,957,947.00 |
| BILL No.4 - ELECTRICAL & ICT INSTALLATION | | | | 449,447,450.92 |
| BILL No.5 - EXTERNAL WORKS | | | | 74,091,600.00 |
| BILL No.6 - PC AND PROVISIONAL SUMS | | | | 90,100,000.00 |
| SUBTOTAL (1) | | | | 5,399,097,315.52 |
| CONTINGENCIES | | | | |
| Include a provisional sum of 7.5% for contingencies to be expended or deducted as directed by the Lead Consultant | | | | 404,932,298.66 |
| SUBTOTAL (2) | | | | 5,804,029,614.18 |
| <u>Conditions of contract clause 23</u> | | | | |
| Allow for cost of insurance against injury to persons and property and insurance of the works against fire etc as required under clause 19 and 20 | | | Sum | 5,804,029.61 |
| <u>Conditions of contract clause 22</u> | | | | |
| Allow for cost of providing sureties for 10% of contract sum | | | Sum | 6,000,000.00 |
| SUBTOTAL (3) | | | | 5,815,833,643.79 |
| ADD: VAT (18%) | | | | 1,046,850,055.88 |
| SUBTOTAL (4) | | | | 6,862,683,699.68 |
| ADD: CONSULTANCY FEE (3%) | | | | 205,880,510.99 |
| TOTAL ESTIMATED COST OF THE PROJECT (VAT INCLUSIVE) | | | | 7,068,564,210.67 |

GS

ARUSHA DISTRICT



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

OR
DISTRICT SURVEYOR
 P. O. Box 2330
 ARUSHA

INSET SHOWING DETAILS OF PLOT

| | |
|----------|-------------|
| Locality | LOWER THEM! |
| Block | _____ |
| LO No | 11722/1 |
| CT No | _____ |
| Area | 136 Acres |