

TERMS AND CONDITIONS FOR PURCHASE OF DEVELOPMENT RIGHTS AND INTEREST ON SAFARICITY

1. SAFARI CITY PROJECT INFORMATION

- 1.1 As part of its strategic plan, National Housing Corporation (“**NHC**”) is implementing a development of a minimum of 30,000 houses for sale and lease across the country, by June, 2025. As part of delivering this strategic plan, NHC has acquired and planned 563.4 acres of land located at Mateves Village Arusha City Council (“**Mateves Land**”).
- 1.2 The NHC had engaged a team of consultants to carry out a Master Plan and various studies including Infrastructure, transportation, tourism, sales and marketing, viability, best use and building controls guidelines.
- 1.3 The planned business model for development of the proposed SafariCity is for the proposed project to be implemented through various approaches including development of site and services on the Mateves Land and thereafter engagement of co – developers and strategic partners (Individual and Institutional investors) to purchase the developments rights and interest attached to the parcels of lands/Properties (as serviced) and pursue development in accordance with the approved Master Plan and Building Development Codes (“**Building Codes**”).
- 1.4 Under these Terms and Conditions site and services means the following:
 - 1.4.1 The provision on Mateves Land of graded roads, electricity (high tension) and water connection at the SafariCity. Roads shall be graded to provide access to every Property within SafariCity. Electricity (high tension) shall be provided on the main service corridors (main roads) of the SafariCity. Water shall be supplied to the main line of the city.

2. SUBJECT MATTER

- 2.1 The subject matter offered for sale is the development rights and interest attached against the parcels of lands/Properties on the Mateves Land (the “**Property/Properties**”) subject to all conditions of title, restrictions and servitudes benefiting or burdening the Properties.

3. LOCATION

- 3.1 The Properties are located at the Mateves Land and a copy of drawings showing the locations of where the Properties are located can be obtained or viewed from NHC offices.

4. ELIGIBILITY

- 4.1 Any Citizen of Tanzania who has attained the age of majority (above 18 years) is eligible to apply. Applications from an Organization/Establishment/Institution or a Registered Company/ Partnership firm (whose shareholders or majority shareholders are Tanzanians) will also be accepted.

5. HOW TO APPLY

- 5.1 Application Forms shall be available at NHC Headquarters or any of its Regional Offices or can be downloaded from the SafariCity website www.thesafaricity.com.
- 5.2 All columns of application form must be filled in **CAPTIAL LETTERS** neatly and duly signed by the applicant ("**Applicant**").
- 5.3 In case requisite information has not been furnished by filling in the necessary columns of the application form or if the necessary required documents have not been furnished, the application shall be deemed to be incomplete and will have to be re-submitted.
- 5.4 The applicant must initial additions, over-writing/cuttings in the application form.

6. PROCEDURE FOR ALLOTMENT

- 6.1 The allotment of the Properties will be made on "**FIRST COME FIRST SERVE BASIS**" and date and time wise priority list will be maintained.

7. PAYMENT SCHEDULE

- 7.1 Initial deposit of 25% of the purchase price must be paid on return of the Application Form. NHC notes that payment of initial deposit of 25% is not a guarantee that a Property has been allotted to an Applicant. Allotment of a Property is subject to issuance of an allotment letter (the "**Allotment Letter**") by NHC. NHC will refund in full to the applicant initial deposit paid in the event of non allotment of a Property to the applicant.
- 7.2 Balance of 75% must be paid monthly within a period of two to three years (2-3 years) for the residential properties and a period of three to five years (3-5 years) for the commercial and light industry properties from the date of issue of Allotment Letter in respect of the allotted Property and as per the signed Progressive Payment Plan
- 7.3 The Allotment Letter will indicate the prescribed dates by which the payment of the balance of the purchase price shall be required to be made as per above paragraph 6.2. It will be obligatory on the part of the Applicant to make the payments on or before the due dates indicated therein.

- 7.4 For payment of delayed installment of the balance purchase price, a reminder letter of not more than 14 days will be issued to the client. In the event of default, beyond the extended date, a 14 days demand notice will be issued followed with cancellation of allotment of the Property.
- 7.4 A 10% interest will be imposed on any installment due delayed
- 7.5 Any funds already paid by the purchaser at the date of cancellation of allotment will be refunded to the Applicant. However, administrative charges of 10% of the monies already paid earnest will be deducted.
- 7.6 Payment must be made using the Control Numbers provided by NHC.

8. MISREPRESENTATION AND SUPPRESSION OF FACTS

- 8.1 If it is found that the Applicant has given false information and suppressed any material fact(s), application and allotment may be cancelled. In such circumstances, any funds already paid to NHC shall be refunded to the Applicant subject however to a deduction of 10% of the purchase price. This will be without prejudice to the rights of NHC to initiate legal proceedings, if the situation so warrants in individual cases.

9. CANCELLATION/SURRENDER

- 9.1 In case the Applicant withdraws/or cancels after issue of Allotment Letter and/or payment of any monies to NHC, 10% shall be deducted from the total purchase price and the balance refunded to the Applicant.
- 9.2 The above provision will be applicable only up to ninety (90) days from the date of allotment. In any event, after Sale Agreement has been signed, the transaction is irreversible and money paid for the Property cannot be refunded.

10. CHANGE OF PROPERTIES

- 10.1 In case the Applicant wants to change allotted Property to another Property after allotment, NHC may consider such requests subject to the following:
- (a) The Applicant is required to deposit up to date dues of original allotment(s).
 - (b) The change will be considered if no application is pending for the Serviced for which change has been requested.

- (c) The Applicant shall have to deposit the administrative charges of T.Shs. 100,000 or as fixed by NHC from time to time for change of allotment provided that such requests will be considered only as a special case at the sole discretion of NHC.

11. REGISTRATION OF TRANSFER /ALLOTMENT

- 11.1 A Sale Agreement and Deed of Transfer in respect of sale of the Property shall be signed by NHC when full payment of the purchase price and all other relevant fees and taxes payable by the Applicant have been made. After Sale Agreement has been signed, the transaction is irreversible and money paid for the Property cannot be refunded.
- 11.2 NHC, with the support of Arusha Municipal Council, shall be responsible for registration of transfer of ownership of Property from itself to the Applicant.
- 11.3 Applicant will be responsible for payment of stamp duty and registration fees in respect of transfer of ownership.
- 11.4 Statutory fees in respect of preparation of title deed shall be paid by NHC.

12. HANDING OVER POSSESSION

- 12.1 The Property will be handed over to the Applicant after making prescribed payment and completion of formalities as stipulated in the Allotment Letter. NHC shall not have any responsibility or obligation for any damage occurring to the Property and/or the services, like roads, paths, water supply/sewerage, electric supply and other development works (if any) after the Property is handed over.
- 12.2 If physical possession is not taken over on the handover date as shall be notified by NHC, the Applicant/buyer shall pay security charges and other maintenance charges as shall be prescribed until such date the Applicant shall take over possession of the Property. In case buyer fails to take over possession within a period of three (3) years, the allotment will be cancelled.
- 12.3 Buyer is required to develop on the Property within 36 months (or as shall be provided under the Certificate of Occupancy in respect of the Property) from the date of handover as per the Building Codes (copy of the Building Codes can be obtained from NHC offices or the Local Authority's offices) and after getting the building plans approved by Local Authority, as the case may be.
- 12.4 After buyer gets possession he/she shall be required to pay land rent, property tax and any other taxes and levies that may be payable in respect of the Serviced Property.

12.5 If any damages are caused to the Serviced Property after handing over possession due to natural calamity or for any reasons not attributable to NHC, NHC will not be responsible for the same and it will be the responsibility of the buyer to repair the damages at its own risk and cost.

13. MAINTENANCE

13.1 There is formed an association as a non -profit company known as SafariCity Property Owners Association. The objective of the company is to promote, advance and protect the communal interests of all owners, lessees, occupiers and visitors of SafariCity and to promote all essential and community services, amenities and activities on the land, the main object being to manage the collective interests common to all members, lessees and occupiers, including expenditure applicable to the common property and the collection of levies for which such members, lessees and occupiers are liable.

13.2 Upon completion of purchase, a buyer shall become a member of the Association for maintenance & upkeep of the common areas & facilities.

14. GENERAL

14.1 These terms and conditions will be followed generally, but NHC reserves right to alter any of them in its absolute discretion, if any, when considered necessary.

14.2 All rates, taxes, charges, Maintenance Charges, Municipal or otherwise and other levies of whatsoever nature levied upon the Property by the Government, Local Authority/Association of Corporate Body from time to time shall be payable by the buyer.

14.3 All the open spaces, parks, parking, public amenities etc as described in the approved Master Plan in respect of SafariCity shall be the property of NHC and NHC reserves the rights to use such spaces for any other purpose at its discretion as and when required.

14.4 NHC has entered into mortgage financing arrangement with various banks and where a purchaser arranges for a loan for purposes of purchasing any Property, NHC may, at the request of the purchaser and bank, handover to the bank for creation of security original Certificate of Occupancy in respect of the purchaser, upon completion of registration of transfer in the name of the purchaser.

14.5 Save as otherwise expressly provided by these terms and conditions, notice inviting applications and any other documents exchanged between the Applicant and NHC and any other relevant information may be varied by NHC from time to time at its absolute discretion.