



The Land Registration Act
(Cap 334 R.E. 2002)

LEASE AGREEMENT

AN AGREEMENT FOR THE LEASE OF
FOOTPRINT (REF#M2) MEASURING APPROXIMATELY TWO
HUNDRED SQUARE METERS
(200 SQM) OF LAND LOCATED ON
THE KILIMANJARO GOLF AND WILDLIFE ESTATE,
BEING PART OF THE CERTIFICATE OF TITLE NO 23460 REGISTERED IN THE NAME OF
KILIMANJARO GOLF DEVELOPMENT LIMITED

Between

KILIMANJARO GOLF DEVELOPMENT LIMITED (The 'Lessor')

And

ERERA TANZANIA LIMITED (The 'Lessee')

THIS LEASE AGREEMENT is made 5th day of May, 2017

BETWEEN

KILIMANJARO GOLF DEVELOPMENT LIMITED, a limited liability company and registered under the Companies Act (No.12 of 2002) of the Laws of Tanzania whose address is Post Office Box Number 21, Usa River, Tanzania; (hereinafter referred to as "**the Lessor**") which expression shall where the context so admits include its successors and assignees of the one part;

AND

ERERA TANZANIA LIMITED, a limited liability company and registered under the Companies Act (No.12 of 2002) of the Laws of Tanzania whose address is Post Office Box Number 80496 Arusha - Tanzania; (hereinafter referred to as "**the Lessee**") which expression shall where the context so admits include its successors and assignees of the other part.

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1. **PREAMBLE:**

- A) **WHEREAS** the Lessor is the registered lawful owner of Footprint (Ref#M2) measuring approximately Two Hundred Square Meters (200 sqm) (or thereabouts) hereinafter referred to as **"the Footprint"**, of land as more particularly shown on the plan attached herewith. The footprint is situated within an area commonly known as **"Kilimanjaro Golf and Wildlife Estate"** comprised in the Certificate of Title Number in the name of Kilimanjaro Golf Development Limited, (hereinafter referred to as **"KGDL"**), located within Dolly Estate Area, Meru District in the Arusha Region, Tanzania.
- B) **AND WHEREAS** the said footprint forms part of the KGDL and it is the intention of the Lessor that the KGDL Estate be developed and occupied as a residential/commercial estate subject to Appendix 1, 2 and 3, hereinafter referred to as **'the Covenants'** and the Urban Planning Act, 2007 - as amended.
- C) **AND WHEREAS** the Lessor has offered to lease the Footprint and the Lessee has agreed to the lease of the footprint as described and delineated in Schedule I.

IT IS HEREBY AGREED as follows:

2. **DEFINITIONS:**

2.1 The following definitions apply unless the contrary intention appears in the context:

- "Agreement"** Means this Lease agreement and includes any amendments, appendices, addendums, or other notation agreed and duly signed and executed by the parties in accordance with the terms of this lease agreement.
- "Applicable laws"** Means the laws of the United Republic of Tanzania Main land.
- "Building Committee"** Means a committee appointed by the Board, to approve all designs and modifications. The Building Committee will consist of one Director of the Lessor, Project Architect, General Manager of the Lessor, and the Golf Course Manager and other parties as agreed by the Building Committee. The Committee may request input from external consultants/experts from time to time.
- "Building Plans"** Means the detailed architectural, engineering and building plans, drawings, standards and specifications of the house proposed to be constructed on the Footprint marked as Appendix 4 in this agreement.
- "Board"** Means the Board of Directors of the Company and the secretary.
- "Company"** Means Kilimanjaro Golf Development Limited.
- "Commissioner"** Means the Commissioner for Lands appointed under the provisions of the Land Laws of Tanzania mainland.
- "Consideration"** Means the sum of **United States Dollars Thirty Thousand (USD 30,000)** inclusive of relevant taxes.

"Contractor's Rules & Regulations"	Means the regulations, which form part of this lease agreement, governing the construction conditions in KGWE.
"Covenants"	Means Appendices 1, 2, 3 which include the Architectural Policies, Home Owners' Covenants, Rights and Restrictions and Contractors' Rules & Regulations together with any revisions and updates to these documents;
"Development"	Means infrastructure buildings and improvements erected or to be erected by KGDL comprising of golf course, club house, fence, parking areas, lighting and roads providing access to and from the footprint and other related amenities for the benefit of the lessee on the land.
"Force Majeure"	Means any circumstances beyond the reasonable control of either party (including, without limitation, any act of god, fire, act of Government or State including nationalization, war, civil commotion, insurrection, embargo, terrorism, strike, lock-out or other form of industrial action.
"Kilimanjaro Golf and Wildlife Estate"	Means the entire land area including the infrastructure, buildings and improvements erected or to be erected on the unsold land, comprising, but not limited to, the golf course, club house, perimeter fence, parking areas, lighting and roads providing access to and from the Plots and Footprints and other related amenities for the benefit of the owners of the Plots and Footprints but excluding all land designated in the master plan for all the house site plots/footprints.
"Golf Course"	Means the Driving range, fairways, greens, tees, lakes, streams and all other playing areas of the Golf Course being part of the development.
"Home Owner"	Means the registered lessee of the footprint and if more than one, then shall mean all the registered owners jointly and severally.
"Membership"	Means membership of the Golf Club and playing right to the golf course.
"Footprint"	Means the demarcated portion of footprint (Ref#M2) of the land measuring approximately 200sqm being part of certificate of title No. 23460.
"Property"	Means the KGDL property measuring one thousand and forty (1040) acres (or thereabouts) (hereinafter referred to as 'KGDL'), and more particularly shown on the Plan attached. The property is registered under Certificate of Title Number 23460 in the name of Kilimanjaro Golf Development Limited.
"Schedule 1"	Means the Kilimanjaro Golf and Wildlife Estate site map annexed hereto.
"Signature Date"	Means the date on which this lease agreement will have been duly signed by each of the parties.

- 2.2 References to numbered clauses and schedules are references to the relevant clause or schedule in this lease agreement. References in any Schedule to numbered paragraphs are references to the relevant paragraph in that Schedule.
- 2.3 This lease agreement and the Appendixes mentioned herein constitute the only agreement between the parties.
- 2.4 References to any provisions of this lease agreement are to be taken as references to those provisions as is in force for the time being and as may be amended, varied, supplemented, substituted or changed in any other way from time to time;
- 2.5 References to any statutory provision are to be taken as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this lease agreement) and are to include any orders, regulations, instruments or other subordinate legislation made under or deriving from that statutory provision;
- 2.6 The clause, schedule, and paragraph headings in this lease agreement are for ease of reference only, and are not to be taken into account in the interpretation of the clause, schedule, or paragraph to which they refer;
- 2.7 Words importing the singular meaning include, where the context so admits, the plural meaning, and vice versa;
- 2.8 Words referring to one gender include both genders, and words denoting natural persons include corporations and firms;
- 2.9 Words denoting an obligation on a party to perform any act, matter or thing include an obligation to ensure that it be done, and words placing a restriction on a party include an obligation not to permit infringement of the restriction;
- 2.10 References to 'liability' include where the context so allows, claims, demands, proceedings, damages, costs and expenses.

3. AGREEMENT FOR LEASE

- 3.1 In consideration of the agreed payment by the Lessee to the Lessor, the Lessor shall lease the footprint to the Lessee on the terms and conditions set herein.
- 3.2 The Lessor shall not be under any obligation to finalize the lease of the footprint unless all the obligations on the part of the Lessee as stipulated in this agreement have been fulfilled thereof including payment of the consideration, signing and sealing of all documents in accordance with this lease agreement;
- 3.3 Any minor incorrect statement error or omission found in the plan or in this lease agreement shall not annul the Lease;
- 3.4 The Lessee acknowledges that the Lessor in consultation with the lessee may wish to change the layout of the Estate, future developments and improvements as disclosed on the estate drawings, phased master plan and estate layout are indicative only. Whilst the Plan represents the intention of the Lessor as to the general layout of the Estate any variations in the layout of the remainder of the Estate shall not annul the Lease or give rise to any claim by the Lessee for compensation or otherwise.

4. CONSIDERATION

- 4.1 The Lessee shall pay to the Lessor, a sum of **United States Dollars Thirty Thousand (US\$ 30,000)** being USD 315.79 per annum as consideration for the specified lease period. The consideration is inclusive of relevant taxes. The consideration will be paid in installments as set out in the Payment Terms Agreement signed by both parties and which shall form part of this agreement.
- 4.2 The Lessor, upon acknowledging receipt of full payment (**and or any other sum as shall be agreed in writing between parties**) shall register the Lease. The initial registration costs for the Lease shall be borne by the Lessor. Renewal costs shall be as reflected under 8.1.6.
- 4.3 At completion of lease registration the Lessor's advocate after written instructions from the Lessor shall deliver the following documents to the Lessee or his/its appointed agent;
- The original copy of the registered Lease at the Land registry in Moshi - Kilimanjaro.
 - The Certificate of Occupancy for the Footprint.
- 4.4 Failure to comply with the condition [4.1] above shall lead to forfeiture of US\$10,000 from the amount already paid.

5. TERMS OF LEASE

- 5.1 The Lease Term shall be twenty one (21) days less than the current date of expiry for the current right of occupancy of the land. This lease shall be automatically renewed, again less than twenty one (21) days of the renewed period of the right of occupancy, when the right of occupancy is renewed to the Lessor, on the expiry of the present lease period. This arrangement will be subject to the Lessee adhering to its terms and conditions and shall be perpetual so long as the right of occupancy is renewed in the name of the Lessor.
- 5.2 The Lessee shall lease the footprint for a period of ninety nine years which will begin and expire as reflected in the title deed. This lease shall be renewed upon expiry at the same rate of USD 315.79 per annum.
- 5.3 The Lessor shall Lease the footprint, free from any encumbrances whatsoever, except to follow the rules and regulations set down in the Covenants and terms of this agreement.
- 5.4 The Footprint is leased subject also to the terms and conditions contained in the Certificate of Right of Occupancy.
- 5.5 The risk of damage to or destruction of the Footprint shall pass to the Lessee immediately after taking possession of the Footprint and the Lessee is deemed to have taken possession upon making full payments of the consideration.
- 5.6 All service fees, rates, land rent and similar outgoings prior to leasing of the Footprint shall be payable by the Lessor.
- 5.7 The Lessee is deemed to have inspected the Footprint and it is leased in its present state and condition.
- 5.8 The Lessee agrees to be bound by the Covenants, failure of which can be treated as a ground for imposing a fine.
- 5.9 The Lessee may use the premises for commercial purposes which are limited to sublet or use for holiday rental purposes to third party guests. The Lessee must make all reasonable endeavors to ensure that the Covenants are observed by such guests.

- 5.10 The Lessor at any time after leasing, reserves the right to review the Covenants and regulations from time to time. In this regard, the decision of the Board is final and binding.
- 5.11 Transferability of the lease is subject to the lessee adhering to the conditions and covenants, rules and regulations and all other terms of the lease. The lease shall be transferable and negotiable without any leave or permission or reference from the Lessor, provided that such transfer (in whatever form and however named) shall be with the same terms, conditions, covenants, rules and regulations as appearing on the original Lease deed and its appendixes. The Lessor further guarantees assignability or transfer of this lease by the Lessee to any person of his choice.
- 5.12 The terms, conditions, covenants, rules, regulations and all other terms of the lease shall bind any successors in title, assignees, transferees as well as executors and heirs of the parties to the lease and any reference to the Lessee or the Lessor shall mean and include, as the case may be, the incumbent successors, assignees, transferee, executor, or heir of the Lessee or the Lessor.

6. THE KGWE AND GOLF CLUB

- 6.1 In consideration of the Lessee leasing the Footprint the Lessor shall develop KGWE, golf course and club house and the Lessee shall be entitled to automatic Membership of a maximum of two occupiers free of joining fees.
- 6.2 The KGWE and Golf Club shall be managed in accordance with the rules and regulations set out and reviewed by the Board from time to time, the Memorandum and Articles of Association, the Architectural Policies and the Contractor's Rules and Regulations provided always that if there is a conflict between the said documents then the matter shall be referred to the Board for interpretation and clarification; whose decision shall be final.
- 6.3 Upon the lease of a footprint, the Lessee shall be bound by the Covenants and to remain as such for as long as the Lessee continues to be the registered owner of the footprint. In the event the Lessee shall be more than one person, all joint or co owners are bound by the above Covenants and any other rules and regulations and in the event of transfer of the lease, the new owner shall be bound by the same.
- 6.4 The Lessee's entitlement to membership shall be dependent on their continued leasing of the Footprint and payment of agreed membership fees and will be terminated with a change in such ownership. These rights are not transferable to the new owner. The new owner thereof will have to renegotiate the fees for membership rights with the Lessor.
- 6.4.1 The Lessee's membership rights may be used by any two occupiers at the time of occupancy. The parties to this agreement shall agree on how this arrangement will be formally notified to the Golf Manager every time there is a change of occupiers.

7. GENERAL COVENANTS

This Agreement constitutes a legal, valid, and binding obligation of the parties and is enforceable against each party in accordance with its terms and conditions, except where enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, force majeure and other similar circumstances affecting creditors' rights or remedies.

8. SPECIFIC COVENANTS

8.1 The Lessor hereby warrants to the Lessee that:

- 8.1.1 The Lessor has no undisclosed debtors or creditors, no pledge, lien or other encumbrances on, or over the leased footprint relating to this Lease agreement and there is no agreement or arrangement to give or create any such encumbrance over the said footprint.
- 8.1.2 The Lessor shall as soon as is possible (having due regard to the size and the specialized nature of the development) complete the development of KGWE, golf course and club house in accordance with the plans having previously been produced and of which the Lessee shall be deemed to have full knowledge subject to any amendments or variations to the master plan.
- 8.1.3 The Lessor shall comply with all building regulations and by-laws and obtain all necessary consents and planning approvals relating to the development of the KGWE, golf course and club house.
- 8.1.4 The Lessor shall handover a copy of the withholding tax receipt to the Lessee for his records upon payment of the same. Should the Lessee decide to pay withholding tax, the same should be notified to the Lessor and the Lessor shall receive copy of the receipt from the Lessee immediately upon payments being made and the receipt being issued.
- 8.1.5 In the event this Lease agreement shall fail, for no fault of either the Lessor or of the Lessee, all the monies paid to the Lessor by the Lessee in contemplation of the Lease shall be refunded less expenses, legal fees, taxes and bank charges already incurred.
- 8.1.6 The Lessor shall have the obligation to renew the lease on the same terms and conditions for the Lessee upon expiration of the tenure of the right of occupancy.
 - 8.1.6.1 The Lessee however will have the obligation to cover any costs including taxes and legal fees to be incurred on the procedure of renewal of the right of occupancy and re registration of the lease for the new term as per the laws at the time of renewal.
 - 8.1.6.2 The Lessee shall undertake the documentation, renewal of the title deed and re registration of the lease process with his lawyers and the Lessor shall furnish any documents and signatures required to enable this exercise to go through.

8.2 The Lessee Covenants with the Lessor as follows:

- 8.2.1 He has the power and capacity to enter into and perform his obligations under this Agreement;
- 8.2.2 The Lessee shall at all times observe and cause his representatives, assignees, agents, employees, servants, guests invited or uninvited or any other person deriving title under the Lessee including the new owners of the Footprint or who shall occupy the Footprint for whatever period of time to observe the fundamental terms and conditions of the Lessor contained in Appendices 1, 2, 3 which form part and parcel of this lease agreement. Any breach shall be treated as a fundamental failure. As a consequence of which either the Board or the Lessor shall be at liberty to take legal action for breach of contract including denying access/easement to the property until a common solution is reached by both parties and to the satisfaction of the Board.
- 8.2.3 The Lessee shall promptly notify the Lessor in writing of any proceedings which come to its or his/her notice whereby it transpires that the Lessee is, or may become, liable in respect of

any covenant. Any claim under the aforesaid covenants by the Lessee shall be limited to and shall not exceed the amount of the consideration.

8.2.4 Any payments owed to the Lessor by the Lessee under this agreement shall create a charge on the Lessee's footprint together with the unexhausted improvements until the payments are settled accordingly.

9. NOTICE

The Lessor and the Lessee agree that all notices in respect of any matter related to this Lease or related to any matter in respect of the Kilimanjaro Golf and Wildlife Estate shall be in writing and may be sent by e-mail at the e-mail address below provided that the same shall be forwarded and delivered by courier mail to the physical addresses indicated herein below;

FOR THE LESSOR:

THE MANAGING DIRECTOR,
KILIMANJARO GOLF DEVELOPMENT LIMITED,
P. O. BOX 21,
USA RIVER - TANZANIA.
Email: info@kiligolf.com
Tel: +255 784 200 801

FOR THE LESSEE:

ERERA TANZANIA LIMITED,
P.O. BOX
.....
Email: Sriyanjit@hotmail.com
Tel: +255 755 325 564

10. EFFECT OF COMPLETION

Any provision of this lease agreement which is capable of being performed after, but which has not been performed before the completion date in pursuant to this Agreement shall remain in full force and effect notwithstanding completion.

11. FORCE MAJEURE

Neither party shall be in breach of this lease agreement if there is any total or partial failure of performance by the parties of their duties and obligations under this lease agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, or terrorist activity preventing any of the parties from fulfilling their obligations hereunder undertaken to be provided. If the Force Majeure in question prevails for a continuous period in excess of three (3) months, the parties shall enter into bona fide discussions with a view to alleviating its effect, or with a view to agreeing upon such alternative arrangements as may be fair and reasonable.

12. ENTIRE AGREEMENT

This lease agreement constitutes the entire lease agreement and understanding between the parties with respect to the lease and supersedes any previous lease agreements.

13. INVALIDITY

- 13.1 If any term or provision in this lease agreement shall in whole or in part be held to any extent to be illegal, that term or provision or part shall to that extent be deemed not to form part of this lease agreement and the enforceability of the remainder of this lease agreement shall not be affected.
- 13.2 In the event of the above, the parties shall negotiate in good faith in order to agree to the terms of a mutually satisfactory provision to substitute the provision found to be void or unenforceable.

14. PROPER LAW AND JURISDICTION

This lease agreement shall be governed and construed in all respects in accordance with the laws of the United Republic of Tanzania mainland.

15. WAIVER

The failure to effect or any delay in effecting a right or remedy provided by this lease agreement or by law does not amount to a waiver of the right or remedy. No single or partial exercise of a right or remedy provided by this lease agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy. The rights and remedies provided by this lease agreement are cumulative and not exclusive of any rights or remedies provided by law.

16. ARBITRATION

Any dispute or difference between the parties to this lease arising from or in connection with this lease agreement shall first be settled amicably by the parties, failure of which the matter may be referred to arbitration as provided for by the Arbitration Act [Cap. 15 of R.E 2002] of the laws of the United Republic of Tanzania or in any other statutory modification thereon or enactment or by any other mode of arbitration as agreed by the parties hereto. The decision of the Arbitrator shall be final and binding upon the parties and the parties hereby agree to be so bound by the decision of such arbitrator.

17. CONFIDENTIALITY/ DUTY OF CARE

Both parties to this lease agreement undertake to treat all information (whether written, oral, or electronic, or otherwise) arising from or in connection with this lease agreement as confidential between the parties and not to disclose it to third parties except as necessarily required in the normal course of their trade or business, and both parties acknowledge a duty of care to each other.

18. MATTERS AFFECTING THE FOOTPRINT

The Footprint is leased subject to:

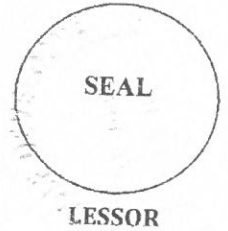
- 18.1 All local land charges
- 18.2 All notices served and orders, demands, proposals or requirements made by any local public or other competent authority whether before or after the date of this lease agreement.
- 18.3 All actual or proposed changes, notices, orders, restrictions, agreements, conditions contraventions or other matters arising under the enactments relating to Urban Planning and Environmental laws.
- 18.4 The Covenants as defined herein before (as attached Appendixes to this agreement);

- 18.5 The Lessor shall give access to the Lessee to use the roads and pathways within KGWE which are owned by Lessor. However this easement is dependent on payment of annual service fees as provided in the Covenants.
- 18.6 For the purposes of the contracts rights of third parties, it is agreed that nothing in this lease agreement shall confer on any third party any right to enforce or any benefit of any term of this lease agreement;
- 18.7 The parties shall execute and perform such other acts, deeds, documents as may be necessary to carry out this lease agreement and the matters herein referred to into effect;
- 18.8 The provisions of Schedule I shall form part of this lease agreement;
- 18.9 This lease agreement is a deed and has been signed and executed by the parties and shall be in the English language and in three (3) authenticated originals. Authentic copies to be supplied to the Lessee, the Lessor and the Land Registry;
- 18.10 All rights of way, water and drainage and other easements or quasi-easements (if any) affecting the Estate or any part thereof.

SID

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto set their respective seals and hands to this indenture of Lease on the day, month and year of our Lord first above herein written.

SEALED with the COMMON SEAL of the said
KILIMANJARO GOLF DEVELOPMENT LIMITED
SIGNED and DELIVERED in the presence of us
This 5th day of May, 2017



Full Name: BASTIAAN BRUINS

Signature: _____

Postal Address: P.O. BOX 1156

ARUSHA - TANZANIA

Qualification: DIRECTOR

Full Name: JEROME BRUINS

Signature: _____

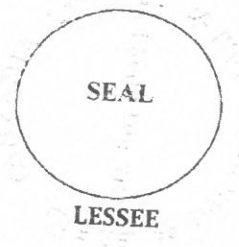
Postal Address: P.O. BOX 21

USA RIVER - TANZANIA

Qualification: DIRECTOR

FEE/DUTY PAID SHS. 681,000.00
RECEIPT No. 18435864
IN RESPECT OF LEASE AGREEMENT
DATE 6th SEPTEMBER 2018
FOR: DISTRICT MANAGER
TRA ARUMERU

SEALED with the COMMON SEAL of the said
ERERA TANZANIA LIMITED
SIGNED and DELIVERED in the presence of us
This 5th day of May, 2017



Full Name: Srinanjit Perera

Signature: [Handwritten Signature]

Postal Address: P.O. BOX
..... - TANZANIA.

Qualification: DIRECTOR

Full Name: ^{of} Perera Louise PERERA

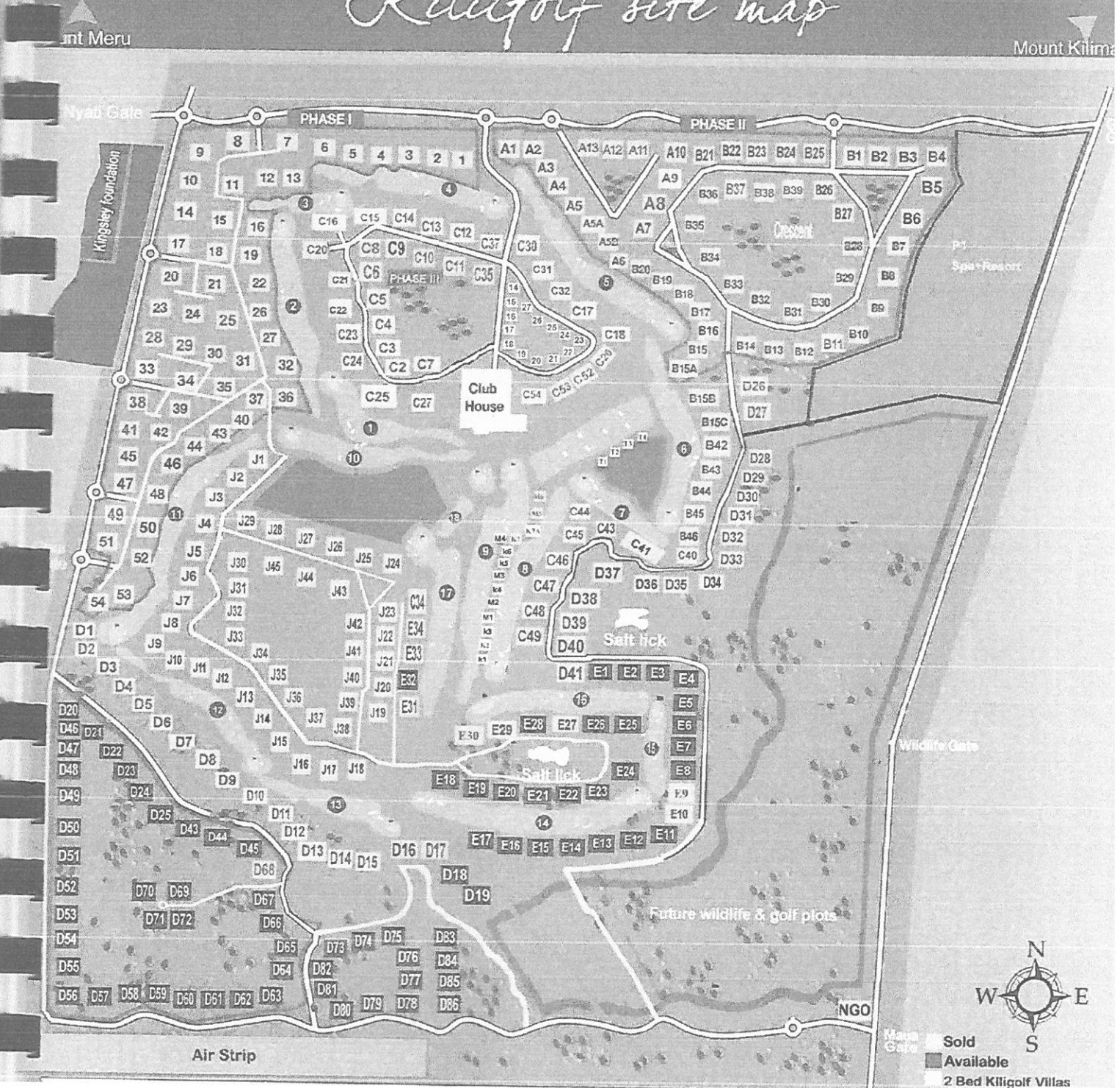
Signature: [Handwritten Signature]

Postal Address: P.O. BOX
..... - TANZANIA.

Qualification: DIRECTOR



Kiligolf site map





Architectural Policies

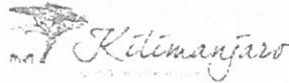
Appendix 1

REVISED JULY, 2014

Kilimanjaro Golf Development Limited
Kilimanjaro Golf and Wildlife Estate
P O Box 21 USA River, Arusha - TANZANIA
Email: secretary@kiligolf.com
Tel: +255 784200801

www.kiligolf.com

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1. INTRODUCTION

The purpose of these guidelines is to ensure that all the structures on the Kilimanjaro Golf and Wildlife Estate Development attain and maintain an agreed standard and set of aesthetic characteristics. After consideration Kilimanjaro Golf Development Limited ("the company") has determined upon these characteristics:

- 1.1 Because it is deemed necessary that the developments have an overall and definable character.
- 1.2 That this character should be, to the greatest extent possible, clearly defined and made evident to all homeowners and potential homeowners.
- 1.3 That it be understood that without such a clearly defined and managed character it would be impossible to maintain and preserve the value of the development as a whole.
- 1.4 That the value of the property and buildings of individual homeowners would depend on the definition and maintenance of the aesthetic characteristics.
- 1.5 That it is in the common interest of all Homeowners that the aesthetic characteristics should be maintained.
- 1.6 That it would be the duty of the Board to establish a fair and open process by which Homeowners can be guided in the interpretation of these aesthetic characteristics.
- 1.7 That these Architectural Policies lay out that fair and open process.
- 1.8 That where detailed guidelines are not available the Board will be guiding by this Aesthetic Vision statement:

AESTHETIC VISION:

All building and construction on Kilimanjaro Golf and Wildlife Estate will be carried out with a view and understanding that Common Views and the General Appearance are of benefit to all and that all building and construction will show natural colors, have good proportions, not endeavor to be eye catching but rather blend into the landscape in the most natural manner feasible in the circumstances and in accordance with these Architectural Policies.

These guidelines form an integral part of this Agreement and are legally binding.

2 REGULATIONS

- 2.1 In these Regulations, unless the context otherwise requires, reference to:
 - 2.1.1 Words importing the singular number only shall include the plural number also and vice versa and words importing the masculine gender includes the feminine gender and neuter and vice versa;
 - 2.1.2 Clauses, Sub-clauses, Conditions and Sections shall be construed as references to clauses and sub-clauses, Conditions and Sections of these Regulations;
 - 2.1.3 The expression "Land Owner" and "Home Owner" shall include any legal or natural person, partnership, trust, company, joint venture, agency, government or local authority department or other body (whether incorporated or unincorporated);
 - 2.1.4 Indemnifying any person against any circumstances include indemnifying and keeping him harmless from all actions, claims and proceedings from time to time made against that person and all loss or damage and all payments, costs and expenses made or incurred by that person as a consequence of which would not have arisen but for that circumstance.



- 2.2 Headings to Sections are for convenience only and shall not affect the construction or interpretation of these Regulations;
- 2.3 In these Regulations any reference to any document means that document as is supplemented, amended or varied from time to time between the parties thereto in accordance with the terms (if applicable) hereof and thereof;
- 2.4 Architectural policy and construction matters on the development are controlled by the building committee. The building committee shall have the right to review and amend these regulations from time to time and shall notify any changes to the home owner, and in this regard the decision of the building committee shall be final.

3. DESIGN

The building committee has commissioned 12 house designs and these are available free of charge. Detailed structural drawings are available at a fee from Kiligolf. However, any fee for modification will be for the account of the purchaser/lessee by direct negotiation with their architect.

These designs embody the architectural principles which the company wishes to apply to the estate, in the interest of ensuring a built environment that harmonizes with the surrounding landscape. However for the sake of clarity the following absolute principles shall apply:

- 3.1 Main house together with auxiliary houses (forming part of the footprints) shall be contained within the disturbance area, i.e. ground and mezzanine area cannot exceed 800 SQM;
- 3.2 The disturbance area within the Golf Estate and Wildlife Estate will be +/-26 meters by +/-31 meters as stipulated on the plot passport and is to include all construction except for the exclusions allowed in paragraph 3.3. The exact position of the disturbance area has been determined to ensure each plot will enjoy best possible views taking into consideration the equitable need to satisfy all the plot holders. Staff quarters, garages, outhouses or swimming pools built with these houses must all be within the disturbance area;
- 3.3 Septic tanks and mechanical bio-digesters are the only exceptions to the above. These must be built underground and the top slab and manhole lids covered with a minimum of 200mm top-soil (returning the ground to its original level). These can be built outside the disturbance area but must be within the owners' boundary;
- 3.4 Any planting outside the disturbance area must be approved by the Green Keeper;
- 3.5 Homeowners are allowed to cultivate and plant a maximum of 200SQM of grass (lawn) within the disturbance area;
- 3.6 No perimeter or boundary walls/fences are permitted in non disturbance area however a walled garden or courtyard is allowed within the disturbance area (subject to Building Committee approval);
- 3.7 The height of the building must conform to the plot passport as per clause 6.7. No part of the building may exceed 7 meters for single storey houses and 9.7 meters for double storey houses from existing ground level from an allocated point.;
- 3.8 Construction of any type must conform to the plot passport as per clause 6.7. No construction of any type may take place within 10 meters from the boundary. In cases of the fairway facing plots, the front of the plot (i.e. the side facing the fairway), construction shall not take place within 20meters from the boundary for single storey houses plus roof and 30 meters for double storey houses plus roof.
- 3.9 Staff accommodations, washing lines and kitchen areas should not be visible from the roads, adjoining properties or golf course;



- 3.10 Awnings, TV aerials, satellites dishes, solar panels and other such items, if used, should as far as possible be incorporated into the buildings and form part of the basic structure;
- 3.11 Mechanical equipment, such as air conditioners, generators, pool pump etc, must be designed into the buildings and adequately silenced/enclosed/screened. The noise produced by any mechanical equipment must not exceed 68 Db at the boundary of the plot;
- 3.12 Drainage from private buildings and private infrastructure cannot be drained directly into the KGDL systems.

4. SERVICES TO THE PLOT

Kilimanjaro Golf Development shall provide:-

- i. Access road to the plot
- ii. Electrical and water connection points to the disturbance area
- iii. Maintenance of the "non disturbance area" i.e. The company will be responsible for maintaining and trimming all areas outside the disturbance area.

5. LANDSCAPING AND GARDEN GUIDELINES

5.1 Landscaping

The company has carried out detailed research into the type of planting that is appropriate for this area, as a result of this research it is necessary to ban all non-indigenous varieties of trees and shrubs. So for the avoidance of doubt only trees and shrubs indigenous to the area are allowed. Landscaping experts are unanimous on the definition of "indigenous" in this context and if in doubt an experts should be consulted. In case of difficulty the company can recommend a suitably qualified expert. This is in the interest of protecting the existing trees and shrubs on the estate and maintaining its natural appearance, as well as offering protection from varieties that are invasive, pollutants, use excessive water or light or grow so tall as to obstruct the views of neighbors.

5.2 Lighting

External lighting must be positioned with care not to impact on surrounding properties and must be of a natural colour. Floodlights may not be used where these shine directly towards other houses and may not exceed 150w.

6. APPROVAL PROCESS

6.1 INTRODUCTION

The approval procedure of house designs and drawing requirements for plot owners has been prepared for purposes of maintaining the proposed aesthetic characteristics for the total housing development on the Kiligolf Estate.

6.1.1 There are (3) three types of house approvals;

- i) The twelve (12) designs in the exact provided form (phase 3 is applicable)¹
- ii) The twelve (12) designs with external modifications (phase 2 and 3 are applicable)²
- iii) New designs but following the basic proposed ideas (phase 1, 2 and 3 are applicable)³;

6.1.2 Internal changes may be made to the basic designs

¹ See clause 6.3.3

² See clauses 6.3.2 & 6.3.3

³ See clauses 6.3.1 up to 6.3.3



- 6.2 Homeowners shall receive official approval from the Building Committee ("BC") before commencement of building in any of the cases mentioned under Clause 6.1.1. Note: The BC points out that 6.1.1(i) is the fastest procedure.
- 6.3 Homeowners shall be required to make payments of the sum of United States Dollars Three Hundred and Fifty only (USD 350) to the BC for the approval procedure prior to the siting. The said amount shall be non refundable.
- 6.4 PHASES
The under mentioned step by step phases are introduced to keep the cost low for plot owners so that they know that the proposed design will fit correctly within the architectural policies of KGDL. Homeowners will get approvals in phases for the proposed designs/changes. The drawings must always be submitted with a date and the BC must always have the latest/most updated drawings from the plot owner. The drawings have to be of the same tenor. The more detailed the drawings submitted are, the quicker and easier it is for the BC to judge and to get approval for the next step.

The approval process shall be done in phases as follows;

6.4.1 PHASE I – SKETCH DESIGN (COMPLETE NEW DESIGNS)

6.4.1.1 Upon the Homeowner selecting a house design as per Clause 6.1.1, they will be required to make a sketch design (submitted with a date) and submit the same in digital form (pdf) to the BC for approval before proceeding further. This is to ensure that the architectural design and choice conforms to the Architectural Policies of KGDL.

6.4.1.2 The sketch design shall consist of the following information;

- i) Plot and plot tree drawing [1:500] and number in relation to neighbor plots, north/south direction
- ii) Principal Floor Plans [1:200/1:100]
- iii) Principal elevations [1:200/1:100]
- iv) Principal Sections [1:200/1:100]

6.4.1.3 The BC shall approve/disapprove the sketch design within a period of two weeks from the date of receipt of the sketch design from the Homeowner. The Secretary, on behalf of the Chairman of the BC shall inform the Homeowner of the decision made via email or in any other written form that may be convenient to both parties.

6.4.1.4 In the case that a sketch design has been approved by the BC, the Homeowner will receive a written approval and a dated stamp and may proceed immediately with Phase II, the preliminary design.

6.4.1.5 In the case that the sketch design has not been approved, the BC shall put forth its advice and comments and provide guidance to the Homeowner on where to make amendments. The Homeowner shall then be required to make the said amendments and submit the same to the BC for further approval. The BC will give a go ahead to the Homeowner on whether to move onto Phase II.

6.4.2 PHASE II – PRELIMINARY DESIGN (COMPLETE NEW DESIGNS OR MODIFIED/CHANGED BASIC DESIGNS)

6.4.2.1 The Homeowner shall get his/her architect to make a preliminary design [submitted with a date] and submit the same in digital form (pdf) to the Secretary of the BC for approval.

6.4.2.2 The Preliminary Design shall consist of the following information;

- i) Plot and plot tree drawing [1:500] and number in relation to neighbour plots, beacon information, preliminary house borders, plot division, house entrance, main entrance and access roads, North/South direction, preliminary measurements.



- ii) Floor Plans [1:200/1:100], global division and room names, preliminary measurements.
 - iii) All elevations [1:200/1:100] and at least two (2) principal sections [1:200/1:100], global indication of division, preliminary measurements.
 - iv) Eventually some 3D sketches (not obliged in this phase)
 - v) Ideas and description of all materials to use, finishings and colors, if possible already supported with materials (pictures, samples) e.t.c
- 6.4.2.3 The BC shall approve/disapprove the preliminary design within a period of two weeks from the date of receipt of the same from the Homeowner/Architect.
- 6.4.2.4 In the case that a preliminary design has been approved by the BC, the Homeowner will receive a written approval and a dated stamp and may proceed immediately with Phase III, the Final design.
- 6.4.2.5 In the case that the preliminary design has not been approved, the BC shall put forth its advice and comments and provide guidance to the Homeowner/Architect on where to make amendments. The Homeowner shall then be required to make the said amendments and submit the same to the building committee for further approval. The BC will give a go ahead to the Homeowner on whether to move onto Phase III.
- 6.4.3 PHASE III – FINAL DESIGN (COMPLETE NEW DESIGNS OR ONE OF THE BASIC DESIGNS)
The final design (submitted with a date) shall be submitted to the Secretary of the BC in digital form (pdf format and in dwg-file).
- 6.4.3.1 The final design shall consist of the following final information;
- i) Plot and plot tree drawing [1:500] and number in relation to neighbor plots, beacon information, final house borders, final plot division, house entrance, main entrance and access roads, North/South direction, final measurements.
 - ii) Floor Plans (including foundation) [1:200/1:100], final room division, final measurements.
 - iii) All elevations [1:200/1:100] and at least three-four (3/4) final sections with final measurements [1:200/1:100]
 - iv) Some final 3D sketches (helpful but not mandatory)
 - v) Integration of the construction parts
 - vi) Integration of the technical installation parts (also: integrated in the plot drawing)
 - vii) Basic principal of details [1.5] as far as relevant for the global visualization
 - viii) Description of all materials to use, finishes and colors, if possible with examples, pictures and material samples etc
 - ix) Building commencement date
- 6.4.3.2 The BC will approve/disapprove within a period of two weeks from the date of receipt of the final design from the Homeowner/Architect.
- 6.4.3.3 In the case that a final design has been approved, the Homeowner will receive a written approval and a dated stamp from the BC.
- 6.4.3.4 In the case that the final design has not been approved, the BC shall put forth its advice and comments and provide guidance to the Homeowner/Architect on where to make amendments. The Homeowner shall then be required to make the said amendments and submit the same to the BC for further approval.
- 6.4.3.5 Upon approval in this Phase, the BC may require further information from the Homeowner/Architect concerning the design/building and the Homeowner/Architect will be required to cooperate fully. If everything is to the satisfaction of the BC the Homeowner and his/her Architect and Contractor shall be required to fill and sign Forms of Acceptance and Compliance marked



Annexure A and Annexure B in these policies and to provide copies of the signed forms to the BC representative as shall be appointed. The Homeowner will thereafter be given an official go ahead in writing by the BC to commence building.

- 6.4.3.6 The BC shall be notified of any changes to the design, material, color etc during the construction process and the Homeowner shall receive a written approval for these changes before proceeding further with the construction.
- 6.4.3.7 Should the Homeowner want to adjust adjoining buildings in a later phase, the adjoining buildings must be one integrated part of the main building. The procedure to get the building permission for these adjoining buildings shall be the same as provided under Clause 6.
- 6.5 **Material & Colour Palette**
For the material and colour palette, refer to the attached document marked "Annexure D". Plot owners are able to make a choice from this matrix. Please note that the colour palette is compiled carefully and no alterations are acceptable.
- 6.6 **Level of the top of the surface ground floor**
For contoured/undulating plot applications, the BC will, in cooperation with the plot owner and/or the architect, propose the measurement of the level of the top of the ground floor in relation to the surface of the plot. On rather "flat" plots this measurement will be a maximum of 50cm above the surface at the entrance side of the house.
- 6.7 **Plot Passport**
The Plot passport is marked Annexure "E" (example). Every plot owner has to measure typical trees on the plots and give attention to the value of special trees. The BC is in the position to mark valuable trees which will not be allowed to be removed. Besides the plot drawing, also a drawing of the special trees must be submitted. The aspiration of the BC is: For every removed tree, the plot owner must plant a new tree on the plot or if not possible, somewhere else on the estate. Only indigenous trees for replanting are allowed.
- 6.8 **Drawing Rules**
All drawings to be submitted to the BC shall consist of the following (in the right under corner of the drawing):
- i) The name of the Plot Owner, address, telephone number, email address
 - ii) Project name
 - iii) Plot number
 - iv) The subject of the drawing
 - v) The architect's name, address, telephone number, email address
 - vi) The scale(s)
 - vii) Drawing number, date of issue and/or date of (latest) change
 - viii) Scale bar for enlarge/reduce drawing scale for internal use
- 6.9 **Revision/Drawings**
After approval of commencement of building and realization, the Home owner shall provide the revision drawing of the design to the BC. The plot drawings need to be delivered in both "dwg-file" and "pdf-formats".
- 6.10 Upon the BC having granted its approval as stated herein above, the homeowner shall, prior to commencement of the construction of the Building, obtain planning approval from the local authority.
- 6.11 The building process (once commenced) may not exceed 18 months;
- 6.12 The Building Committee may grant permission to commence construction on the Plot on any other terms and conditions as it may deem fit. In the event the BC has imposed terms and conditions, then the construction shall not commence until such terms and conditions are satisfied.

- 6.13 When a Home Owner undertakes the construction of their buildings (without using a contractor) they will be required to comply with conditions set out in these policies and to follow all provision of the Contractor's Rules and Regulations.
- 6.14 In the event there is any breach of these regulations during the time of construction of the Building, the BC may impose such other conditions as it may deem necessary having regard to the nature of the breach or the BC may also revoke the permission previously granted.
- 6.15 For avoidance of doubt, works requiring permission at any time are:-
- i) Demolition of existing buildings
 - ii) Underground construction: drains, water pipes, electricity, telephone conduits or any other underground work
 - iii) Painting and repair of external facades if different from original
 - iv) Awnings, projecting roofs and trellises
 - v) Garages and carports
 - vi) Construction of pergolas and bomas/lapas
 - vii) Swimming pools, temporary reservoirs and water storage tanks
 - viii) Walls, gates
 - ix) Any landscape construction
 - x) Excavation and earth moving relating to any work

Any Owner intending to carry out one or more of the above works must obtain written approval from the building committee. Therefore no works may be executed without prior formal approval from this body.

7. BREACH OF REGULATIONS

Any breach of these regulations will be dealt with by the Building Committee in such manner as it may, in its sole discretion, deem fit and necessary. Any exceptions made in specific circumstances shall apply to that instance only and shall not be construed as an amendment to these regulations or a precedent.

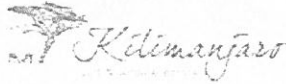
8. FAILURE TO COMPLY

- 8.1 If any of these regulations are not adhered to the Building Committee reserves the right to take whatever steps they consider appropriate including, but not limited to:

- 1) Requesting the offending party to remedy the situation forthwith;
- 2) Rectifying the situation and recovering any related costs from the Homeowner or Contractor;
- 3) Imposing any fine or penalty they consider appropriate in the circumstances;
- 4) Refusing access to any person, contractor, company or group, for such period or permanently as they deem appropriate;
- 5) Suspension of all construction activity on the Plot;
- 6) In the event of non-payment of any fine, the sum will be registered as a charge against the property and the owner shall raise no objection.

8.2 Maximum Building Period

If the Land Owner does not comply with the maximum building period rule, (once building has started) of eighteen months, a further one month grace period will be given to allow the Land Owner to forward a proposal on how to remedy the breach.



**ANNEXURE A
FORM OF ACCEPTANCE**

PLOT NUMBER _____

Anticipated construction Start ___ / ___ / ___ Finish ___ / ___ / ___

Homeowner details

Registered Owner: _____

Contact Person: _____

Postal Address: _____

Contact details: Tel: (___) _____ Fax: (___) _____

Cell: _____ E-mail _____

Primary Contractor

Name: _____

Contact Person: _____

Postal Address: _____

Contact details: Tel: (___) _____ Fax: (___) _____

Cell: _____ E-mail _____

Project Manager / Architect

Name: _____

Function: _____

Contact Person: _____

Postal Address: _____

Contact details: Tel: (___) _____ Fax: (___) _____

Cell: _____ E-mail _____

Supply Route for Building materials – As per attached Map

The Architectural Policy relating to homes on Kilimanjaro Golf and Wildlife Estate has been read and understood. The Homeowner and Contractor hereby accept and undertake to comply with these regulations at all times.

For Homeowner

For Main Contractor

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



**ANNEXURE B
FORM OF COMPLIANCE**

Please read the following important requirements to ensure that the relationship between KGDL and the contractor is understood. This form is to be read together with Appendix 2 and 3.

ID CARD

All workers and sub-contractor workers will be required to have an ID card in their possession at all times while on the development. These cards need to be purchased from the company at cost.

SIGN IN

Contractors will be required on a daily basis to sign in and out at the gate identified by the Building Committee from time to time. The guard will do a headcount of workers coming in and going out and should the counts differ then suspicious parties may be detained and/or denied the right to exit.

SEARCHING OF VEHICLES AND WORKERS

KGDL reserves the right to search each and every vehicle and worker on a daily basis and we expect full co-operation in this matter. Any abuse to property and employees will not be tolerated.

SECURITY

Any additional security required by contractors for materials on site will have to be approved by KGWE Security Manager.

OVERNIGHT STAY

Under no circumstances are contractors or contractor's employees allowed to stay overnight on the Development. Any exception to this rule will result in access onto the Development being denied immediately.

SHADE NETTING

The contractor is required to erect shade netting prior to commencement of building or any materials being delivered. A screen consisting of green shade netting, with a minimum height of 1.5 meters from ground level and a density of at least 80% must be set up around the Plot with only one opening not wider than 6 meters.

TOILET FACILITIES

At least one portable toilet must be provided on the plot during construction; it must be positioned within the plot and be screened so as to minimize any inconvenience to surrounding plots.

WORKERS WITHOUT ID

Any workers found on the Development without ID will be removed from the Development. If the workers are identified as one of the Contractor's employees then a fine of TShs 20,000 will be imposed.

BUILDING COMMITTEES DISCRETION

In the event there is any breach of these rules the Building Committee will take such steps as it deems necessary to rectify the breach and charge the contractor such reasonable costs as may be necessary to rectify the breach.

We hereby accept that the rules are necessary for the organization and security on the property for the benefit of all.

Kilimanjaro Golf and Wildlife Estate

Main Contractor

Plot No.....

Date.....



**ANNEXURE C
WATER SERVICE CONNECTION**

In accordance with the Sales Agreement date () between KGDL and () the buyer, we we [owner of the plot] do hereby request for water services connection:

Plot owner (name): Plot No:

Date of Connection: Meter reading (at installation):

Meter No: Make / Model:

The RATES applicable shall be as follows:

Connection Fee: TSH (TBC) Consumption fees: TSH (TBC) per cubic meter, plus VAT (currently).

Any unauthorized use of water, due to loss of meter and / or tampering of water supply lines, will attract a 'bulk surcharge' of 500 cubic meters per month, billed at the above mentioned rate (revisable).

The Building committee reserves the right to amend the rates from time to time, as deemed necessary.

The registered Home Owner will be 'invoiced' at the end of every month and the bill is payable within 21 days from date of invoice.

The Meter will be installed upon payment of the connection fee.

Signed, by the Building committee, Signed, Plot Owner,

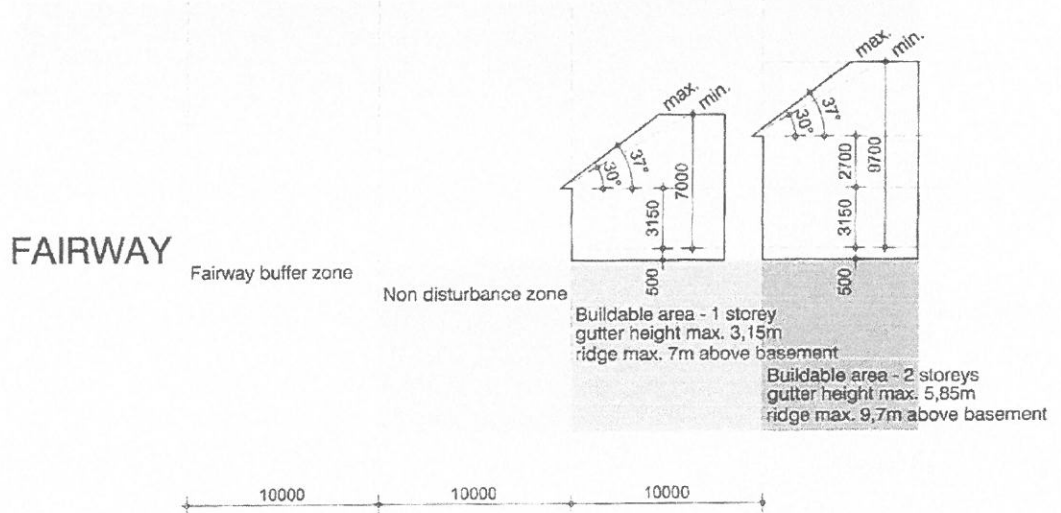
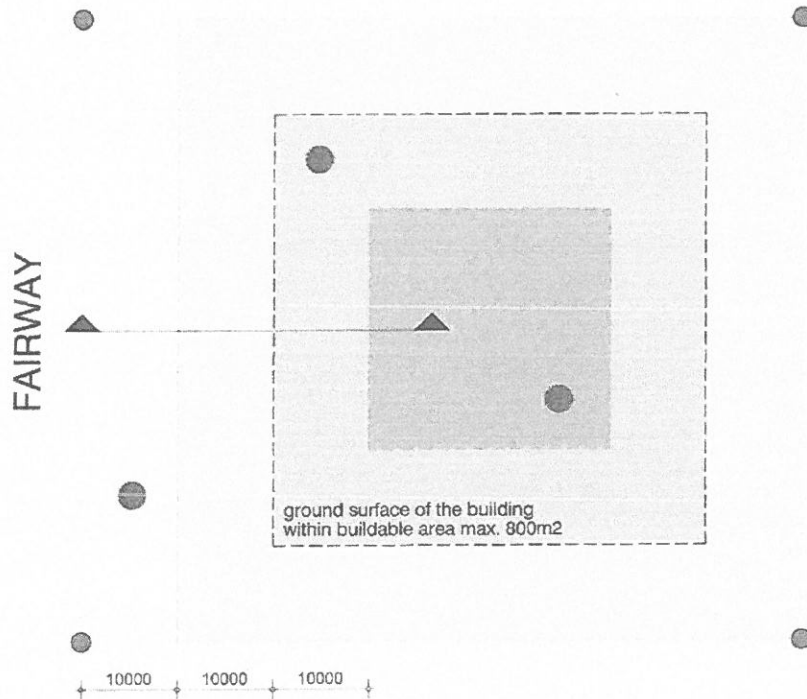
.....

NAME: NAME:

Date: Date:

[Please be advised that this water has been filtered and chlorinated and may not be suitable for cooking and drinking]

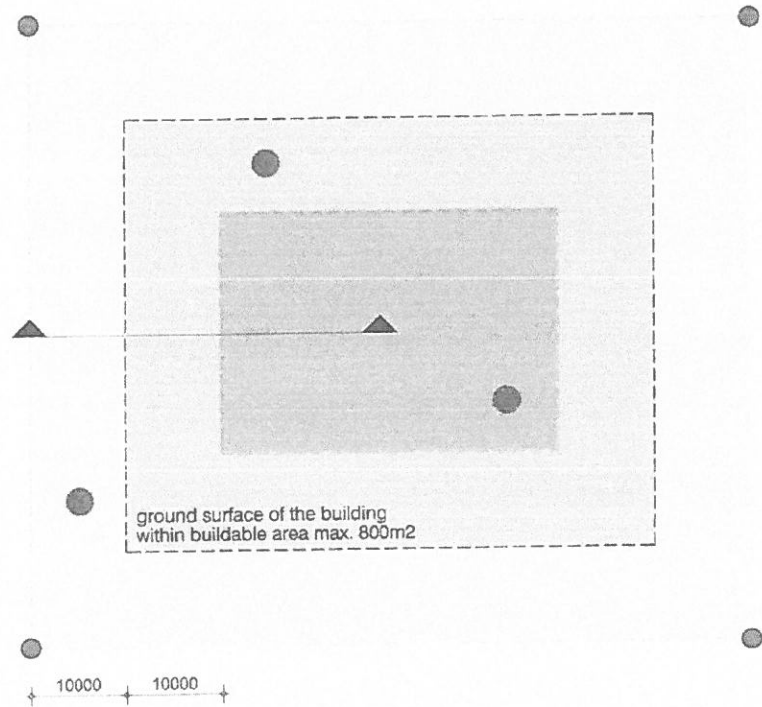
PLOTPASSPORT a



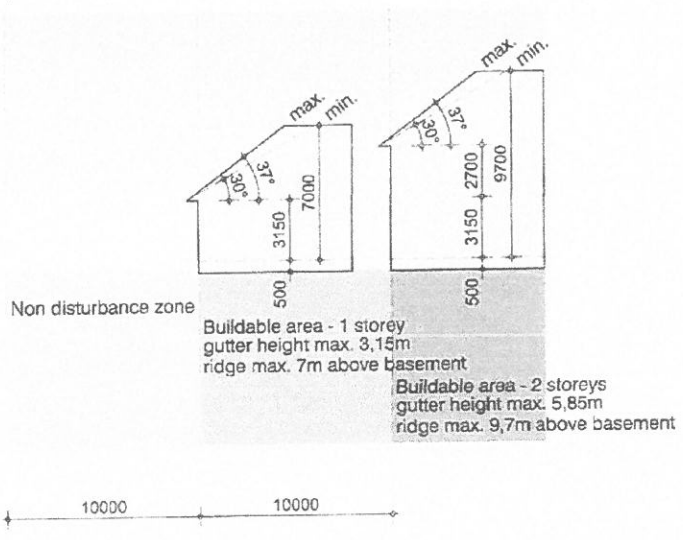
- Beacon
- Valued and protected tree
- Fairway buffer zone
- Non disturbance zone
- Buildable area - 1 storey / gutter height max. 3,15m / ridge max. 7m above basement
- Buildable area - 2 storeys / gutter height max. 5,85m / ridge max. 9,7m above basement
- Building envelope

Note! For further relevant guidelines see current Kilimanjaro Golf Development Limited Architectural Policies

PLOTPASSPORT b



ground surface of the building
within buildable area max. 800m²



Non disturbance zone

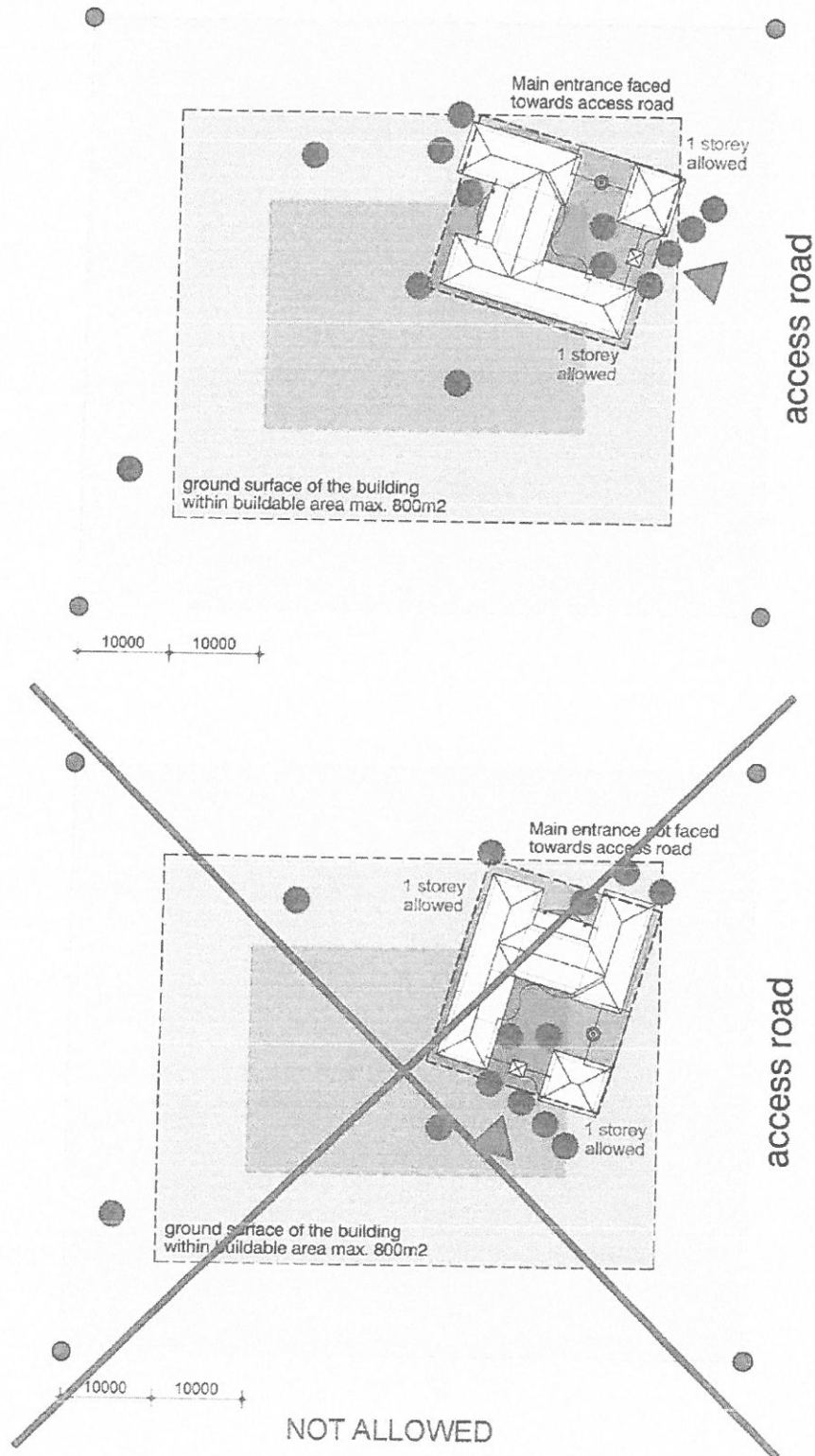
Buildable area - 1 storey
gutter height max. 3,15m
ridge max. 7m above basement

Buildable area - 2 storeys
gutter height max. 5,85m
ridge max. 9,7m above basement

- Beacon
- Valued and protected tree
- ▭ Fairway buffer zone
- ▭ Non disturbance zone
- ▭ Buildable area - 1 storey / gutter height max. 3,15m / ridge max. 7m above basement
- ▭ Buildable area - 2 storeys / gutter height max. 5,85m / ridge max. 9,7m above basement
- ▭ Building envelope

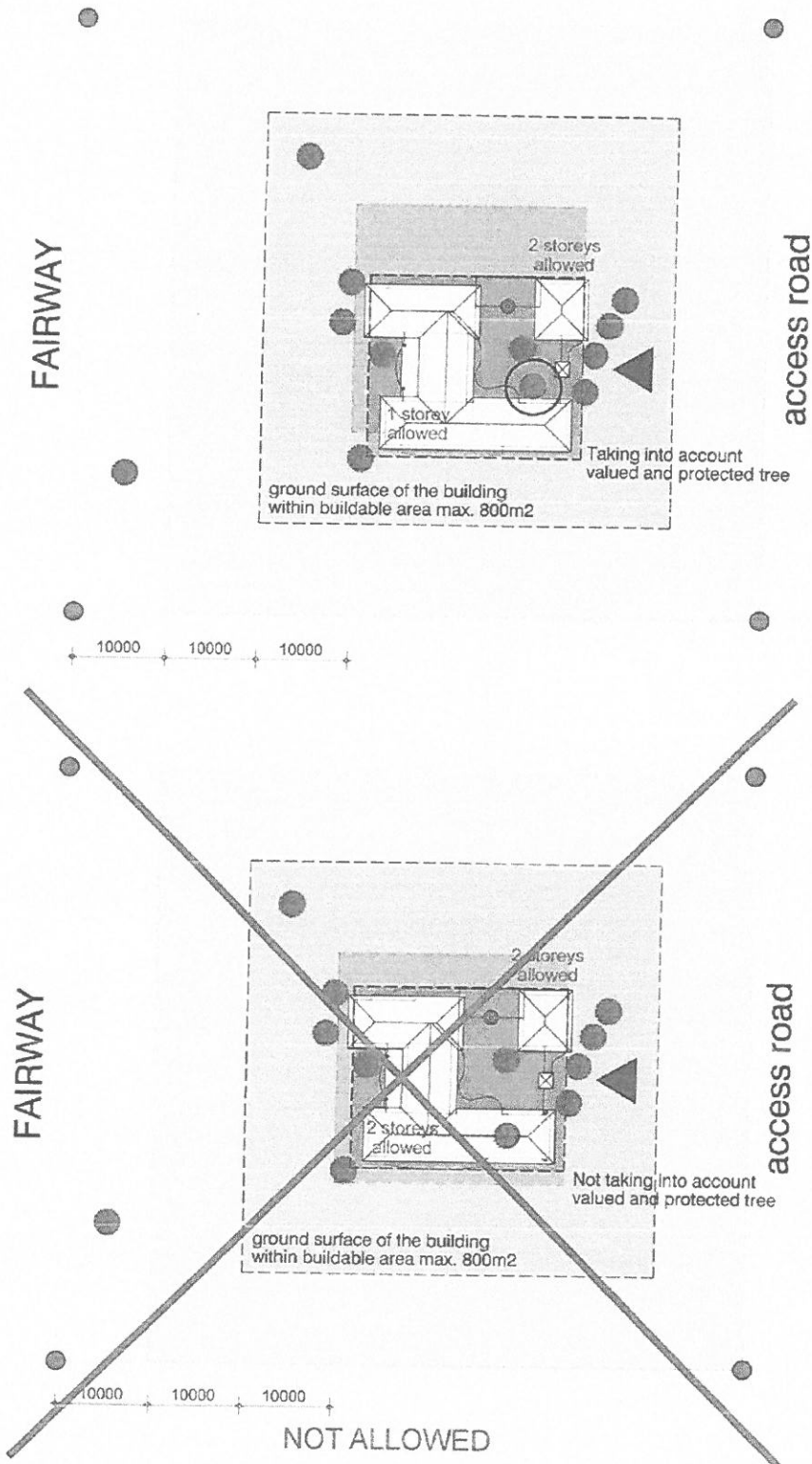
Note! For further relevant guidelines see current Kilimanjaro Golf Development Limited Architectural Policies

PLOTPASSPORT building envelope placement examples



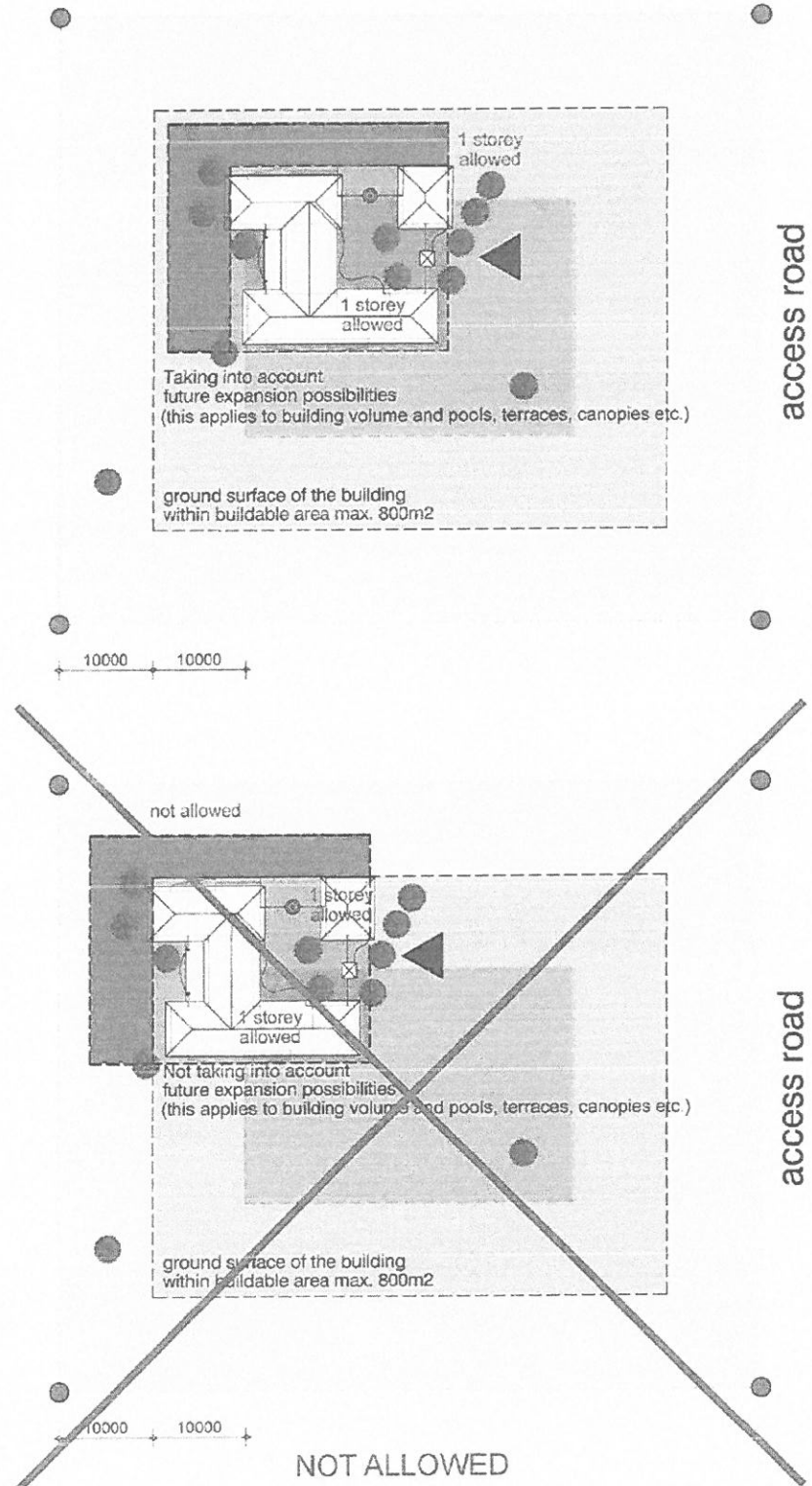
Note! For further relevant guidelines see current Kilimanjaro Golf Development Limited Architectural Policies

PLOTPASSPORT building envelope placement examples



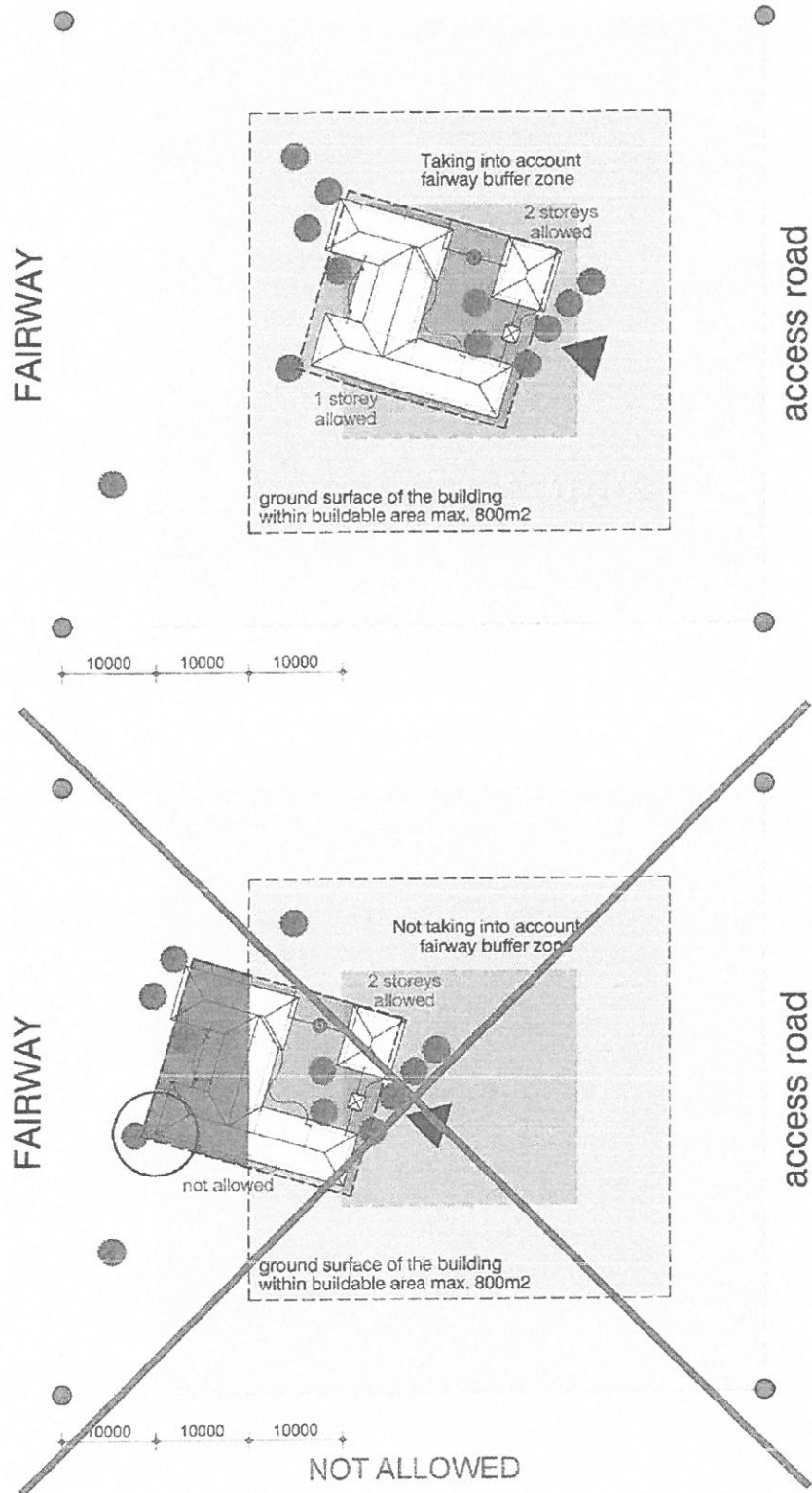
Note! For further relevant guidelines see current Kilimanjaro Golf Development Limited Architectural Policies

PLOTPASSPORT building envelope placement examples



Note! For further relevant guidelines see current Kilimanjaro Golf Development Limited Architectural Policies

PLOTPASSPORT building envelope placement examples



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