


TITLE: 1753  
 REGISTERED ON: 22.6.2021  
 AT: 1:00 P.M.  
 Senior Asst. Registrar of Titles



Land form No. 22  
 TANGANYIKA STAMP DUTY ACT  
 Stamp Duty Shs: 100/= Paid  
 Receipt No: 92113053324972  
 of: 22.06.2021  
 Stamp Duty Officer

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

CERTIFICATE OF OCCUPANCY  
 (Under Section 29)

TANGANYIKA STAMP DUTY ACT  
 Stamp Duty Shs: 967,014/= Paid  
 On Original Receipt No: 92113053324972  
 of: 22.06.2021  
 Stamp Duty Officer

Title No. 1753  
 L.O. No. 637114  
 Ref. No. AR/MER/DOLLY/A/179

The 22<sup>nd</sup> day of June 2021:.....

THIS IS TO CERTIFY that Killimanjaro Golf Developmant Limited, a limited liability company incorporated in Tanzania under Companies Act 2002 and having registered office of P.O Box 21 Usa River, Arusha (hereinafter called " the Occupier") are entitled to a Right of Occupancy (hereinafter called 'the Right') in and over the land described in the Schedule here to (hereinafter called "the land") for a term of **Ninety Nine (99)** years from the **First** day of **April, Two Thousand Twenty One** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution therefore or amendment thereof and to the following special conditions:

1. The Occupiers having paid rent up to the thirtieth day of June 2021 shall thereafter pay rent of **Shillings Seven Million Five Hundred Twenty Two Thousand Six Hundred Twenty Only (Tshs 7,522,620/=) 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. The Occupiers shall:-
2. The Occupiers 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) Maintain on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the **Meru District Council** (hereinafter called "**the Authority**").
  - (iv) At all times during the term of the Right have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the Commissioner for lands (hereinafter called "**the Authority**").
  - (iv) Not erect or commence to erect on the land buildings except in accordance with building plans and specifications, which shall have been first approved by the Authority.
3. **USER:** The land and the existing buildings erected thereon shall be maintained and the same shall be used for **Special Residential Buildings purposes**. Use Group 'C' use classes (f) as defined in the Urban Planning (Use Groups And Use Classes) Regulations, 2018
4. The Occupiers shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
5. The Occupiers shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
6. The President may revoke the right for good cause and in public interest.



**SCHEDULE**

All that land known as Plot No. 181 Block "A" situated at Dolly Estate Area, in ARUMERU DISTRICT containing Eighty Nine Thousand Five Hundred Fifty Five (89,555) Square Metres shown for identification only edged red on the plan attached to this Certificate and defined on the Registered Survey Plan Number 124135 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

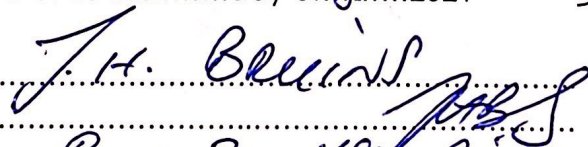
Given under my hand and official Seal the day and years first above written.

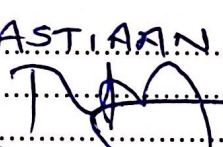
  
ASST: COMMISSIONER FOR LANDS

We the within named, Kilimanjaro Golf Development Limited HEREBY accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL of the said  
Kilimanjaro Golf Development Limited  
in the presence of us this 22<sup>nd</sup> day of June 2021



Name: J.H. Bruins  
Signature:   
Postal Address: Box 21, USA RIVER  
Qualification: DIRECTOR

Name: BASTIAAN BRUINS  
Signature:   
Postal Address: P.O. BOX 21, USA RIVER  
Qualification: DIRECTOR