



TANZANIA



## Register of Companies Detailed information

**Information date and time:** 12/08/2025 14:33:47  
**Last update date and time:** 03/08/2023 14:28:00  
**Registration date and time:** 18/03/2008 00:00:00

1. **Status:** Registered
2. **Incorporation number:** 64742
3. **Company:** **KILIMANJARO COUNTRY CLUB LIMITED**
4. **Company type:** Private company Limited by shares
5. **Registered office:** Region Arusha, District Arumeru, Ward Maji Ya Chai, Postal code 23302, Street Dolly Estate, Road Maji Ya Chai, Plot number NP18, Block number NP18, House number NP18
6. **Contacts:** Email: pankaj@bml.co.tz, Mob no/Tel no: 255783777002, P.O.Box 21
7. **Business activity:** 9319 - Other sports activities, Main activity
8. **Directors / Directors in the country of origin:** Bastiaan Bruins, Dutch  
Jeroen Bruins, Dutch  
John Warren, British  
KISAKA ENEZA MNZAVA, Tanzanian
9. **Company secretary / Company secretary in the country of origin:** KISAKA ENEZA MNZAVA, Tanzania
10. **Authorised share capital:** 100000000 TZS
11. **Class of shares:** Class Ordinary: 100000 shares, 1000 TZS/share, 100000000 TZS
12. **Shareholders:** Bastiaan Bruins Class Ordinary 1000 shares taken  
Jeroen Bruins Class Ordinary 1000 shares taken  
John Warren Class Ordinary 1000 shares taken  
BCW Holdings Ltd Class Ordinary 97000 shares taken

Information ordered by: KISAKA MNZAVA

NOTE. Information printed from the Register of Company is true and complete as per extract generation date and time. Please be advised to refer to the Online Registration System at BRELA ([ors.brela.go.tz](http://ors.brela.go.tz)) for an up-to-date information regarding given Company.



Princ. Asst. Registrar of Companies

TANZANIA



## Certificate of Incorporation

Section 15

No 64742

I HEREBY CERTIFY THAT

**POLO PROPERTIES LIMITED =====**

is this day incorporated under the Companies Act, 2002 and that the Company is Limited

Given under my hand at Dar es salaam

this **18TH** day of **MARCH**

**TWO THOUSAND AND EIGHT**

A handwritten signature in black ink, consisting of a large loop and a vertical stroke.

.....  
*Asst. Registrar of Companies*



C.1

TANZANIA



## Certificate of Change of Name

No: 64742

I HEREBY CERTIFY THAT

### POLO PROPERTIES LIMITED

having, with sanction of a special Resolution of the said company, and with the approval of the Registrar signified in writing Changed its name, is now called **KILIMANJARO COUNTRY CLUB LIMITED** and I have entered such new name on the Register accordingly this 3<sup>rd</sup> day of **AUGUST, TWO THOUSAND AND TWENTY THREE.**



PRINC ASST. REGISTRAR OF COMPANIES

0127222



# TANZANIA REVENUE AUTHORITY

## CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

### THIS IS TO CERTIFY THAT

POLO PROPERTIES LIMITED

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY  
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

111-396-868

WITH EFFECT FROM: 05 December 2010

TRA LOCATION: ARUSHA

TAX OFFICE: ARUMERU

PHYSICAL LOCATION: LOT No. MAJI YA COCK No. DOLLY E

STREET / AREA: USA RIVER

Certified True Copy of the Original  
Signed: *[Signature]* Date: 20/11/2010  
JACQUELINE Y. DUFUYSO USA55A  
Associate, Notary  
Public & Commissioner for Oaths

*[Signature]*  
ELIJAH G. MWANDUMBIYA

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

NOTE: THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF

**TANGANYIKA**

*The Land Registration Ordinance (Cap. 334 of the Laws.)*



**CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY**

Certified true copy of  
This is to certify that the annexed Certificate of Occupancy dated  
the Sixteenth day of December, m. 1930

is registered in the Land Registry under Title No. 26654

Copies of the subsisting entries in the register are within

Dated the Twentieth day of August, 2022

  
Asst. Registrar of Titles.

Title No. 26654

Description of registered land.

ALL THAT piece or parcel of land situated at the West Bank of the Majiye Onai River in the District of Arusha containing approximately One hundred (100) Acres as delineated and edged with red on the plan annexed to the Certificate of Occupancy.

SUBJECT: to the Conditions contained in the Certified true copy of the Certificate of Occupancy annexed hereto.

SUBJECT: to Section 83 as to Survey.

EX - C-T N: NP 18 ✓

ENTRIES IN THE REGISTER  
TITLE NO. 26654

No. .... Registered 19.11.2002 at 1.00am  
To. **TOLO PROPERTIES LIMITED** of 1st Floor,  
21, Tanjong River - an artificial owner.

  
Asst. Registrar of Titles

No. .... Registered ..... at ..... m  
To. ....

Asst. Registrar of Titles

No. .... Registered ..... at ..... m  
To. ....

Asst. Registrar of Titles

No. .... Registered ..... at ..... m  
To. ....

Asst. Registrar of Titles

No. .... Registered ..... at ..... m  
To. ....

Asst. Registrar of Titles

No. .... Registered ..... at ..... m  
To. ....

Asst. Registrar of Titles

No. .... Registered ..... at ..... m  
To. ....

Asst. Registrar of Titles

No. .... Registered ..... at ..... m  
To. ....

Asst. Registrar of Titles

LAND REGISTRY, MOSHI  
TRANSFER PART

Filed Document No. 24426  
Date of registration 28-11-2008  
SAPAC LAZARO  
P.O. Box 1461  
(CONS. TSHS. 6,100,000)  
Asst. Registrar of Titles

LAND REGISTRY, MOSHI  
DEED OF VARIATION

Filed Document No. 25399  
Date of registration 17-07-2009 time 12:30 P  
TERMS AND CONDITION DE R/O VARIATION  
including USER, COMMERCIAL/RESIDENTIAL,  
TOURIST HOTELS, TOURISM GOLF COURSE,  
CONSERVATION and other facilities thereto.  
Asst. Registrar of Titles

LAND REGISTRY, MOSHI  
TRANSFER PART

Filed Document No. 25106  
Date of registration 20-5-2009  
ELISANTE BANDUNGA  
P.O. Box 10535  
(CONS. TSHS. 5,000,000)  
Asst. Registrar of Titles

LAND REGISTRY, MOSHI PART  
TRANSFER 100 ACRES

Filed Document No. 25612  
Date of registration 19-08-2009 time 1:00 P  
POLO PROPERTIES LIMITED of P.O.  
Box 21, USA RIVER  
(CONS. TSHS. 1/2)  
Asst. Registrar of Titles

LAND REGISTRY, MOSHI PART  
TRANSFER 100 ACRES

Filed Document No. 25612  
Date of registration 19-08-2009  
POLO PROPERTIES LIMITED of P.O.  
Box 21, USA RIVER  
(CONS. TSHS 1/2)  
ENDORSEMENT  
CANCELLED  
Asst. Registrar of Titles

CERTIFIED TRUE COPY

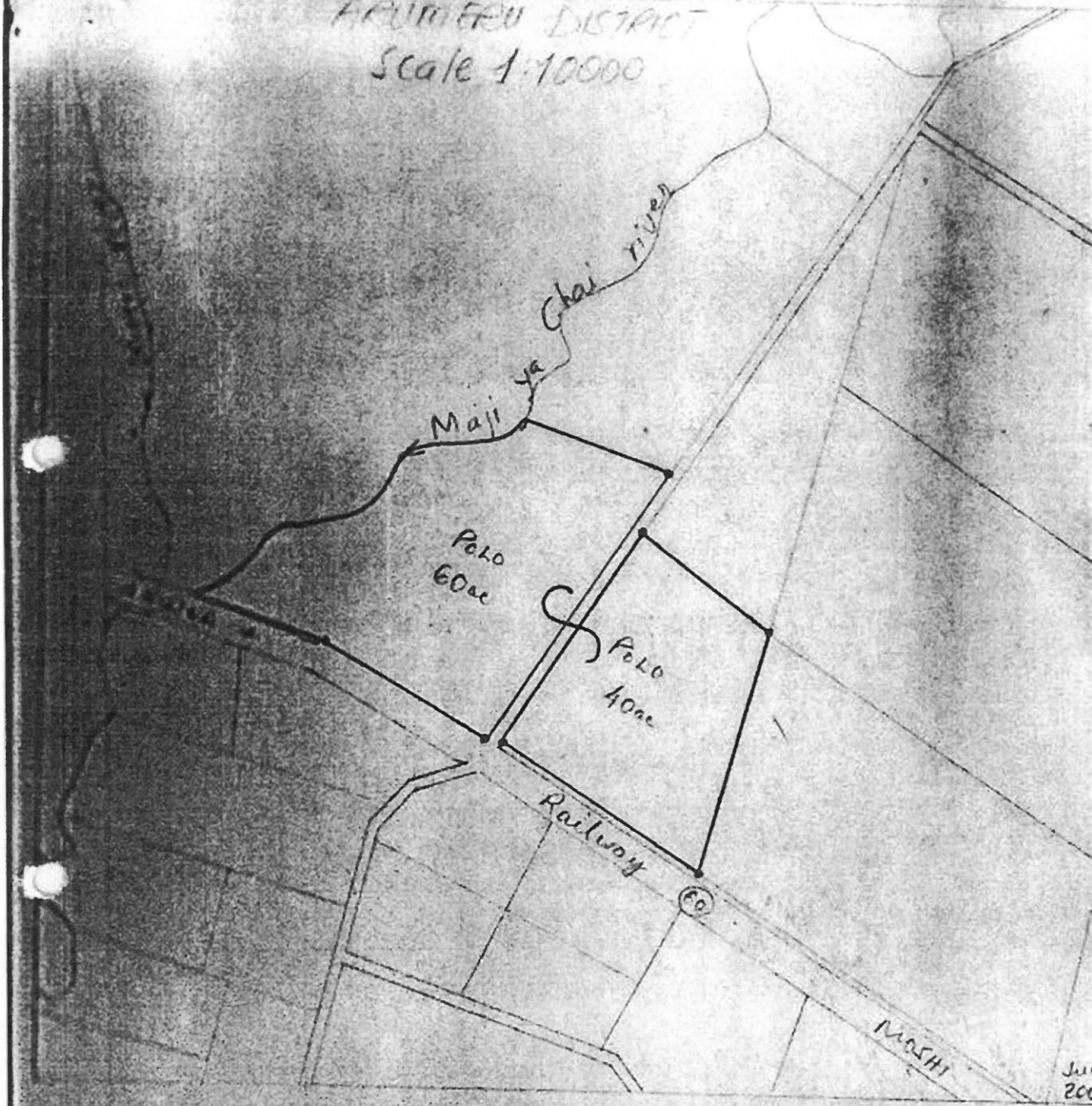
Asst. Registrar of Titles  
Date 20-8-2009

Stamp Duty Shs. 500/- Paid  
and Revenue Receipt No. 37716076  
of 19-8-2009

Asst. Registrar of Titles

32  
7  
1  
8  
P  
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E

PLOT OF LAND AT MAJI YA CHAI  
KUMERU DISTRICT  
Scale 1:10000



Jan  
200

Asst. Registrar of Titles

Asst. Registrar of Titles

**SHARE ACQUISITION AGREEMENT**

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**BETWEEN**

**BASTIAAN BRUINS, JEROEN BRUINS, JOHN WARREN AND BCW HOLDINGS LIMITED**

**AND**

**FAKI TRADING (SMC-PRIVATE) LTD**

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**CONCERNING THE SALE AND ACQUISITION OF ONE HUNDRED THOUSAND (100,000) ORDINARY SHARES BEING ONE HUNDRED (100%) OF THE SHARES HELD IN KILIMANJARO COUNTRY CLUB LIMITED**

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**DRAWN BY:**

**THE PARTIES HEREIN**



## SHARE ACQUISITION AGREEMENT

This **SHARE ACQUISITION AGREEMENT** is made this .... day of .....20...

### BETWEEN

**BASTIAAN BRUINS**, natural person adult Dutch national of Postal Office Box number 21, Usa River, Arusha – Tanzania, **JEROEN BRUINS**, natural person adult Dutch national of Postal Office Box number 21, Usa River, Arusha – Tanzania, **JOHN WARREN**, natural person adult British national of Postal Office Box number 21, Usa River, Arusha – Tanzania, and **BCW HOLDINGS LIMITED**, a Company registered under the Laws of Tanzania of Postal Office Box number 21, Usa River, Arusha – Tanzania, (hereinafter referred to as the “**The Vendors**” which expression shall where the context so admits, include its successors and assign in title) of the one part;

### AND

**FAKI TRADING (SMC-PRIVATE) LTD**, a Private Company limited by shares, incorporated under the Business Entities Registration Act No. 12 of 2012 under the Laws of Zanzibar, with Certificate of Registration No. **Z0000167555** of Fumba Town, Zanzibar (hereinafter referred to as the “**The Purchaser**” which expression shall where the context so admits, include its successors and assign in title) of the other part.

**WHEREAS**, The Vendors (**BASTIAAN BRUINS**, **JEROEN BRUINS**, **JOHN WARREN** and **BCW HOLDINGS LIMITED**) respectively are the owners of One Thousand (1,000) ordinary shares, One Thousand (1,000) ordinary shares, One Thousand (1,000) ordinary shares and Ninety-Seven Thousand (97,000) ordinary shares respectively, issued and fully paid up shares in a Limited Liability company styled M/S. **KILIMANJARO COUNTRY CLUB Limited** issued with a Certificate of Incorporation number 64742 dated the 18<sup>th</sup> day of March, year 2008.

**WHEREAS**, The Vendors now desire and have resolved to dispose of their shares as described herein above in the said M/S. **KILIMANJARO COUNTRY CLUB Limited** which all together make the total of One Hundred (100%) percent of all shares held in the Company.

**WHEREAS**, the parties herein have determined that the fair market value of the Shares is **United States Dollars Ten (USD 10.00) Only** per share.

**WHEREAS**, The Purchaser desires to purchase and acquire all shares and rights owned by the Vendors in the said company and the Vendors desires to sell the shares under the terms and conditions stipulated herein.

**NOW THIS AGREEMENT** witnesseth as follows:

### 1.0 DEFINITIONS

1.1 In this the agreement unless the context otherwise provides:

- “**Agreement**” Means this SHARE ACQUISITION AGREEMENT between the Vendors and Purchaser and all related agreements,
- “**Law**” Means the laws of the United Republic of Tanzania;
- “**Parties**” Means the signatories to this Agreement and or their validly constituted representatives authorized to sign this Agreement.
- “**Signing**” Means the date the Parties sign this Agreement.
- “**Encumbrance**” Means any lien, pledge, security interest, claim, mortgage, easement, limitation, restriction or encumbrance of any kind or nature whatsoever, or any agreement to give any of the foregoing.
- “**USD**” Means United States Dollars, the currency of the United States of America.

1.2 References to the singular include, when the context so admits, references to the plural and vice versa.

1.3 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing Persons shall include Companies.

## 2.0 SUBJECT MATTER

The Subject Matter of this agreement are the **One Hundred Thousand (100,000) ordinary shares** being **One Hundred percent (100%) of the shares held by Bastiaan Bruins, Jeroen Bruins, John Warren and BCW Holdings Limited in M/S. KILIMANJARO COUNTRY CLUB Limited.**

## 3.0 THE PURCHASE AND SALE OF SHARES

3.1 On the terms and subject to the conditions set forth in this agreement the Vendors agree to sell their shares to the Purchaser and the Purchaser agree to purchase such shares from the Vendors free and clear of all claims, charges, liens, contracts, taxes, rights, options, security interests, mortgages and encumbrances.

3.2 The Purchaser shall pay to the Vendors an aggregate sum of **United States Dollars One Million Only (\$ 1,000,000.00)** (the purchase price) payable to the Vendors in accordance with the provision of Article 4.0 herein below.

3.3 Upon payment of the agreed purchase price the Purchaser shall be granted control of the company and its assets. The full purchase price shall be payable by the 31<sup>st</sup> day of December 2025.

- 3.4 Registration of the shares in favour of the Purchaser shall only take place if the full consideration has been paid to the Vendors and the preliminary reports pertaining to environmental approvals for development of the Company's asset has been approved by the relevant authorities. Final Registration with the Registrar of Companies unless otherwise agreed prior and in writing shall take place on or before the 31<sup>st</sup> day of December 2025.
- 3.5 Should the approvals stated in clause 3.4 of this Agreement require proof of directorship on or before receipt of the full consideration the Vendors shall facilitate this by appointing the Purchasers representatives as Directors to facilitate the successful completion and issuance of the said approvals.

#### 4.0 CONSIDERATION AND MODE OF PAYMENT

- 4.1 The Purchaser shall pay the sum of **United States Dollars One Hundred Thousand (\$100,000.00)** Only as an initial deposit on the signing of this Agreement.
- 4.2 The balance of **United States Dollars Nine Hundred Thousand (\$900,000.00)** Only shall be paid in the following installments:
  - 4.2.1 **United States Dollars Two Hundred Thousand (\$ 200,000.00)** shall be payable to the Purchaser on or before the 31<sup>st</sup> day of December 2024.
  - 4.2.2 **United States Dollars Three Hundred Thousand (\$ 300,000.00)** shall be payable to the Purchaser on or before the 31<sup>st</sup> day of March 2025.
  - 4.2.3 **United States Dollars Four Hundred Thousand (\$ 400,000.00)** shall be payable to the Purchaser on or before the 31<sup>st</sup> day of December 2025.
- 4.3 It is agreed by the Parties that the consideration paid shall be non-refundable if the Purchaser has acquired all the relevant approvals provided under clause 3.4. It is mutually understood that the said approvals should be finalized on or before the 31<sup>st</sup> day of December 2024. Any payments made after this date shall be deemed to be made with the full knowledge that they are non-refundable.

#### 5.0 VENDORS'S REPRESENTATIONS AND WARRANTIES

- 5.1 That, the Vendors are legal persons with power to own properties and assets, to carry on business as presently conducted.
- 5.2 That, the shares have been duly issued, are outstanding as fully paid up and non-assessable.
- 5.3 That, the Vendor assures the purchaser that all procedures have been complied in accordance with the articles of the association of Ms. KILIMANJARO COUNTRY CLUB Limited and the resolution regarding the share transfer has been resolved and issued accordingly.

- 5.4 That, the sale and delivery of shares as provided for in this agreement shall not conflict with or result in or cause the occurrence of an event or condition which, immediately or after notice or lapse of time or both, constitutes a breach or default under the Memorandum and Articles of Association or under any agreement, instrument, order, judgement or decree to which the Vendors is subject.
- 5.5 That, this agreement constitutes a valid and binding obligation of the Vendors enforceable against the Vendors in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally enforceability of creditors rights.
- 5.6 That, the Vendors have no any pending litigation, income tax appeals, arbitration or criminal proceedings and having made all reasonable enquiries, the Vendors is not aware of any facts, matters or circumstances which may give rise to any such litigation, income tax appeal, arbitration or criminal proceedings.
- 5.7 That, the Vendors have disclosed to the Purchaser all facts and information which might reasonably affect the Purchaser' decision to purchase the Shares.

## **6.0 PURCHASER'S REPRESENTATIONS AND WARRANTIES**

- 6.1 That, they are legal persons with power to own properties and assets, to carry on business as presently conducted.
- 6.2 That, they have the power to enter into and perform their obligations under this Agreement and have taken all necessary action to authorize the entry into and performance of this Agreement.
- 6.3 That, this agreement constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally enforceability of creditors rights.

## **7.0 EXPENSES AND TAXES**

It is hereby agreed by the Parties that;

- 7.1 The Vendors shall pay for Capital Gains Tax in respect of the transfer of Shares to the Purchaser.
- 7.2 The Purchaser shall pay Stamp Duty and government fees and costs for the registration of the transfer of shares.

7.3 If this sale fails based on the Purchaser failing to secure financing for its envisaged project, the Purchaser agrees to indemnify and hold harmless the Vendor to the extent of any taxes paid. To this extent, the Purchaser agrees to pay the Vendor all sums incurred by the Vendor for settling of the Capital Gains Tax for this Transaction to the tune of the amount paid and a premium of twenty percent (20%) over and above the paid amount.

7.4 Each party shall bear its own legal costs.

## 8.0 INDEMNITIES

8.1 Without prejudice to any of the rights of the Purchaser arising from any of the provisions of this agreement, the Vendors indemnifies the Purchaser against all loss, liabilities, excluding those liabilities contained in this agreement, damages or expense which the Purchaser might suffer as a result of or which may be attributable to –

8.1.1 Any liability of the Vendors, whether actual or contingent, arising prior to the effective date;

8.1.2 Any liability of the Vendors for taxation not provided for in the Accounts arising from the profits or income of the Vendors for all periods prior to the signature date, for which purpose the term "taxation" shall include:

8.1.2.1 normal taxation, sales tax and all other forms of taxation;

8.1.2.2 any taxation, arising from new assessments of taxation and/or

8.1.2.3 reopening of any income tax assessments of the Vendors;

8.1.2.4 any penalties or interest;

8.1.2.5 any taxation in respect of undistributed profits, unless such taxation could have been avoided by the declaration of dividends after the closing date;

8.1.2.6 any claims or liabilities (including claims or liabilities for consequential loss) as a result of any breach of contract occurring before the Effective Date and not provided for in the Accounts.

## 9.0 FORCE MAJEURE

No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war

is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.

**10.0 DISPUTE-SETTLEMENT CLAUSE**

Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties herein, failing which the matter will be referred to Arbitration as provided for by the Arbitration Act (Cap 15 of the Laws) or in any Arbitration mode as shall be agreed upon by the parties herein.

**11.0 CONFIDENTIALITY**

Both parties to this agreement hereby undertake to keep all information (whether written, oral, and/or electronic, and /or otherwise) arising from or in connection with this Agreement confidential and to treat such information with the highest of care.

**12.0 MISCELLANEOUS PROVISIONS**

12.1 This Agreement is governed by the laws of the United Republic of Tanzania.

12.2 Either party may terminate this agreement by giving the other a thirty (30) days written notice of its intention to do so.

12.3 This agreement shall be printed in Four (4) copies each being original and authentic.

**IN WITNESS HEREOF**, the Parties hereto have executed this SHARE ACQUISITION AGREEMENT on the date and year first herein above written in the following manner:

**THE VENDORS**

**SIGNED and DELIVERED** by the said **BASTIAAN BRUINS** who is known to me personally/ ~~has been identified to me by~~ \_\_\_\_\_  
the latter being known to me personally this..... day of ..... 20....

  
\_\_\_\_\_  
**VENDOR**

**BEFORE ME;**

Name: ALFRED PATRICK TAIRO

Signature:  \_\_\_\_\_



Postal Address: 11280, ARUSHA

Qualification: **COMMISSIONER FOR OATHS & NOTARY PUBLIC.**



**SIGNED and DELIVERED** by the said **JEROEN BRUINS** who is known to me personally/ ~~has been identified to me by~~ \_\_\_\_\_ the latter being known to me personally this..... day of ..... 20....

  
VENDOR

**BEFORE ME;**

Name: ALFRED PATRICK TAIRO

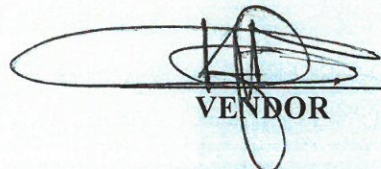
Signature: 

Postal Address: \_\_\_\_\_

Qualification: **COMMISSIONER FOR OATHS & NOTARY PUBLIC.**

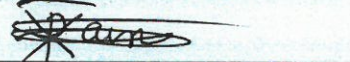


**SIGNED and DELIVERED** by the said **JOHN WARREN** who is known to me personally/ ~~has been identified to me by~~ \_\_\_\_\_ the latter being known to me personally this..... day of ..... 20....

  
VENDOR

**BEFORE ME;**

Name: ALFRED PATRICK TAIRO

Signature: 

Postal Address: 11280, ARUSHA

Qualification: **COMMISSIONER FOR OATHS & NOTARY PUBLIC.**

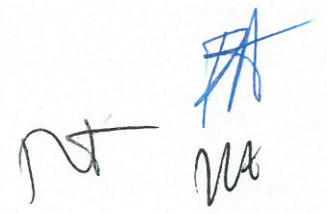


**SEALED** with the **COMMON SEAL** of the said **BCW HOLDINGS LIMITED** and **DELIVERED** in our presence this ..... day of ..... 20....



VENDOR

NAME: JEROEN BRUINS



SIGNATURE: \_\_\_\_\_  
QUALIFICATION: DIRECTOR  
POSTAL ADDRESS: 21, USA RIVER

NAME: KUSAKA ENELA MADINA  
SIGNATURE: \_\_\_\_\_  
QUALIFICATION: DIRECTOR/ COMPANY SECRETARY  
POSTAL ADDRESS: 3001, APUSHA

**THE PURCHASER**

SEALED with the COMMON SEAL of the  
said FAKI TRADING (SMC-PRIVATE) LTD and  
DELIVERED in our presence this  
..... day of ..... 20.....



NAME: Rafwan Gabriel Fintike  
SIGNATURE: \_\_\_\_\_  
QUALIFICATION: DIRECTOR  
POSTAL ADDRESS: Zanzibar, Fumba Town

NAME: SULEIMAN FAKI TUMA  
SIGNATURE: \_\_\_\_\_  
QUALIFICATION: DIRECTOR/ COMPANY SECRETARY  
POSTAL ADDRESS: MICHENZAN ZANZIBAR

\_\_\_\_\_