

## THE CONCEPT LONG TERM LEASE KILIMANJARO GOLF AND WILDLIFE ESTATE 'Kili Golf'

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### 1.0 The Background;

In Tanzania neither a local Tanzanian nor a foreign company or person can own land as it is vested to the President as a 'trustee' but they own a term. The ownership is a timeframe referred to as a right to occupy 'right of occupancy'. Right of Occupancy is the title or right given to a person (including a company) to use and occupy land. The term ranges from 33, 66 and 99 years; upon expiry, the term is renewable.

### 2.0 The Lease Concept

The holder/owner of a right of occupancy is Kilimanjaro Golf Development Limited; which trades as Kilimanjaro Golf and Wildlife Estate 'Kili Golf', who lawfully holds under Tanzania Investment Centre, enjoys all benefits as an investor and can lease the properties i.e. Plots. They have a long term right of occupancy of approximately 99 years and can therefore lease to a company or person, both Non Tanzanian and Tanzanian.

A Long Term Lease is a right of occupancy granted for a term up to but not exceeding ninety – nine (99) years. The maximum term for which any lease may be granted to a 3<sup>rd</sup> party (company or person, both Tanzanian and Non Tanzanian) shall be ten (10) days less than the period for which the right of occupancy has been granted i.e. Kili Golf 99 years.

The long term lease (any over 5 years) is registered with the land Office and has the option of renewal upon expiry of 99 years. Please be advised that, the Registration of a long term Lease does not require consent from the Land Officer; its registration goes directly to the Registrar– Land Registry Moshi.

Therefore, independent title deeds for each plot shall be registered and the owner shall keep custody of the original title deed and the lease agreement. They are as good as the title deed and also transferable, and may be sublet or mortgaged (or used as any kind of security) without consent of Kili Golf.

**The Law**, as stated above these are the Long Term Lease Procedures on registration, payments etc which are provided in the Land Act, Cap 113 R.E. 2002 and Land Registration Act, Cap 334 R.E.

### 3.0 Kili Golf Concepts

That Kili Golf is the registered owner of approximately 1,050 acres of land, where the Golf Course and the Estate is developed. They have surveyed and subdivided the estate into plots of land as provided in the plan, each plot has its own independent title deed. An interested buyer selects a title deed; and after agreed payments, signing of the Lease Agreement and supporting documents, the lease is registered. After registration, the Lessee takes possession and enjoys all benefits provided in the contracts and the title deed including selling, transferring, sub leasing and mortgaging. The new owner(s) however, shall be bounded by the same terms and conditions of the lease agreement.

The only difference in ownership with a local person or company therefore, is approximately 21 days from the 99 years, as no consent is required from Kili Golf or anyone else. Further, upon expiry, it is renewable under the same conditions which a normal owner would be subjected. Further details are in the lease agreement.