

# DEED OF GIFT TO CONVEY THE LAND

This Deed of Gift is made on this 15<sup>th</sup> day of January 2021

## BETWEEN

**GEORGE ISUKANIJA MPEJIWA** of P.o. P. o. Box 714 **KAHAMA** a natural person, a resident of Kahama District and a Tanzanian NIDA No. 1983-1015-3310-1000-1271 Mobile No. +255 753 233 830 Hereinafter referred to "**DONOR**" to other part.

## AND

**GROUP ONE MINING LIMITED** of P. o. Box 714 **KAHAMA** an artificial person established under the Companies Act, 2002 with Certificate of Incorporation No. 123658 hereinafter referred as "**DONEE**" to the offered part.

1. That the **DONOR** is a lawful owner of the piece of land allocated at **Kitongo Village, Kakora Ward** at Nyang'hwale District within Geita Region.
2. The said land is about Ten (10) Acres that he acquired through buying on 06/12/2019 from **Mussa Paul** for a price of TZS. 8,000,000.00 (Eight Million only). Its border is as follows:
  - i) On the East, it borders with **GROUP ONE MINING LIMITED** Industry,
  - ii) On the South it borders with farm of **Mr. Deus Gervas**,
  - iii) On the West, it borders with the farm of **Mr. Mathayo Joseph** and
  - iv) On North it borders with the farm of **Mrs. Magreth Ngobi**.

**The copy of sale agreement between **Mussa Paul** and **George Isukanija Mpejiwa** is herein attached.**

3. That, the said land is under Customary Ownership.
4. That the said "**DONOR**", in consideration of natural love and affection convey and donate the said land to the "**DONEE**", to hold the same for his/her own use and benefit for the unexpired term with regards to the laws of Tanzania.
5. That, the "**DONOR**" declared that;
  - i) The land is not subject to an order of attachment by the Court.
  - ii) The donation is not designed to the rights of his spouse.

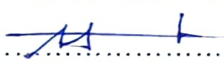
- iv) The land is not subject to any Court by a lender to process and sell the land.
  - v) The land is not subject to any substituting mortgage charge or any encumbrance.
6. That all parties in this deed, mutually agree to adhere and be binding with the laws of Tanzania in fulfilment of all procedures of this disposition as per Tanzania Laws including the payment of tax.

**IN WITNESS WHEREOF** the parties hereto have set their hands hereunto and respectively signed this presents, the day, month and year herein after appearing.

**SIGNED and DELIVERED** by the said  
 GEORGE KUKANJA MPELENDI who is  
 known to me personally/ identified to me  
 by .....  
 latter being known to me personal in my  
 presence this 15<sup>th</sup> day of January 2021.

  
 "DONOR"




Name SHILLA S. MUKENKA  
 Signature   
 Postal Address P.O. Box 352, GEITA  
 Qualification COMMISSIONER FOR OATHS




**SIGNED and DELIVERED** by the said  
 GROUP ONE MINING LIMITED  
 on this 15<sup>th</sup> day of January 2021.

GROUP ONE MINING LIMITED  
 P.O. Box 714 KAHAMA  
 "DONEE" 440 - 570

**FOR AND ON BEHALF OF THE DONEE**

1. Name EDGAR JOHN  
 Signature   
 Postal Address P.O. BOX 70, MULEBA  
 Qualification MANAGER

**In my presence:**

Name SHILLA S. MUKENKA  
 Signature   
 Postal Address P.O. Box 352, GEITA  
 Qualification COMMISSIONER FOR OATHS



## HATI YA MAUZIANO YA SHAMBA

Hati ya mauziano ya shamba kati ya Bwana MUSSA PAUL ambaye atatambulika kama Muuzaji yeye na Warithi wake kwa upande mmoja na Bwana GEORGE ISUKANIJA MPEJIWA ambaye atatambulika kama mnunuzi yeye na Warithi wake kwa upande mwingine.

Mimi MUSSA PAUL nikiwa na akili timamu na Kwa hiari yangu nimemuuzia ndugu GEORGE ISUKANIJA MPEJIWA (GI MINING LTD) cneo lote la Ardhi (Shamba) yangu lenye jumla ya EKARI 10

Linalopakana na GI MINING LTD Upande wa Mashariki BAHATI NZELA Upande wa Kusini DEUS GERVAZ Upande wa Magharibi

MATHAYO JOSEPH na MARGRETH NGOMBI Upande wa Kaskazini, Leo tarehe 06/12/2019 kwa jumla ya malipo ya Tsh 8,000,000/= (Million Nane (shilingi za Kitanzania)).

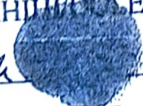

Kwa mauziano haya, Mmiliki mpya wa eneo lote hilo kuanzia leo (06/12/2019) ni ndugu GEORGE ISUKANIJA MPEJIWA, Kwa makubaliano yafuatayo na mmiliki wa zamani ndugu MUSSA PAUL;-

- i) Kwamba, mazao yaliyolimwa/yaliyopo shambani yataachwa na mmiliki mpya kwaajiri ya kuvunwa msimu huu na mmiliki wa zamani.
- ii) Kwamba, mmiliki mpya hatahusika na fidia ya aina yoyote juu ya aidha madhara ya maji ya mvua au yanayotoka kwenye mabwawa ya kutunzia maji yasiyo ya kemikali.
- iii) Kwamba, hakutakuwa na malipo mengine yoyote kuhusu jambo lolote juu ya Shamba kwa mmiliki wa Zamani toka kwa mmiliki mpya kuhusu mazao yaliyo shambani, hii ikihusisha na kifungu namba (ii) hapo juu.





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- iv) Kwamba, sehemu ya shamba ambayo haitotumika/ haikutumika kwa kilimo na mmiliki wa zamani, mmiliki mpya anaweza kuitumia apendavyo bila kuathiri mazao yaliyolimwa na mmiliki wa zamani.
- v) Kwamba, Makubaliano haya yatakoma tu mara baada ya kamati ya Ardhi kuandikisha makubaliano mapya ya mauziano ambapo kifungu i), ii), iii) na iv) havitabatilishwa.
- vi) Kwamba, Makubaliano haya yamefanyika wakati kamati ya Ardhi ya kijiji ikisubiriwa kuapishwa na kuanza kazi na pindi ikianza kazi, wahusika wataenda kwenye balaza ili kupitisha makubaliano haya. Gharama zote za malipo ya ofisi/kamati ya Ardhi za uandikishaji nyaraka za kisheria kuhusiana na mauziano haya zitasimamiwa na mmiliki mpya.
- vii) Kwamba, baada ya kuvuna mazao ya msimu huu, Mmiliki wa zamani atavuna pia milingoti ya katani na miti ya kupanda (Miboyo) wakati wa kiangazi na atamuachia miti yote ya matunda bila kuiathiri pamoja na Miti ya Asili iliyopo

JINA LA MUUZAJI	SAHIHI/DOLE	NA. YA SIMU	TAREHE
<u>MWA PAOLO</u>		<u>0759098405</u>	<u>06-12-2019</u>
JINA LA MNUNUZI	SAHIHI/DOLE	NA. YA SIMU	TAREHE
<u>GEORGE I MPEJIWA</u>		<u>0753233830</u>	<u>06/12/2019</u>

Makubaliano haya yamefanyika mbele ya ushahidi wa ;

Jina	Sahihi/Dole	Na.ya Simu(Muuzaji)	Tarehe
i) <u>JOSEPH MUSA</u>		--	<u>06/12/2019</u>
ii) <u>OSCAR MAKUNE</u>		<u>0767609465 (Mnunuzi)</u>	<u>06/12/2019</u>



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