

JAMHURI YA MUUNGANO WA TANZANIA  
WIZARA YA ARDHI, NYUMBA NA MAENDELEO YA MAKAZI

Barua pepe: acf@lands.go.tz  
Simu : (028) 252 0240  
Nukushi : (028) 252 0240



Ofisi ya Msajili wa Hati Msa:  
Mkoa wa Geita,  
S.L.P. 484,  
GEITA.

Simu 028 252 0240 (Geita)

Unapojibu tafadhali taja :

Kumb. Na. LR/GTR/ ... 5880 G.L.R


Tarehe 26/07/2024

Ndugu : NYATI RESOURCES (T)  
LIMITED  
Box 165 GEITA

Yali : SHERIA YA USAJILI WA ARDHI (SURA 334)  
HATI NA. 5880 LR GEITA L.O. NA. 131.2386  
KIWANJA NA. 31 KITALU A  
NYAKAGWE GEITA DC

Hiapo nafungasha hati yake ya kumiliki Ardhi iliyotajwa hapo juu. Tafadhali  
si formu Na. LR. 53 iliyoambatanishwa na hati yako, pia unaombwa usibadili  
schote kile au kuifanyia lamination bila ridhaa ya ofisi ya Msajili wa Hati.

Wako ndugu, Mtumishi mtiifu,

  
Kny. MSAJILI WA HATI MSAIDIZI  
MKOA WA GEITA,  
ASSISTANT REGISTRAR OF LANDS  
MINISTRY OF LANDS, HOUSING AND  
URBAN DEVELOPMENT  
... 484 ...  
GEITA

Certified as True Copy of the Original  
Lovina N. Muro  
Advocate, Notary Public  
& Commissioner for Oaths  
Date: 30/07/24 Sign: 

TITLE No. 58809LR  
 REGISTERED ON: 16-08-2024  
 AT: 11:00 AM  
*Shelanguwa*  
 Senior Asst. Registrar of Titles

Land Form No. 22.

TANGANYIKA STAMP DUTY ACT  
 Stamp Duty Shs: 100/- Paid  
 Receipt No: 924228270238517  
 of: 15-08-2024  
*Shelanguwa*  
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA  
 THE LAND ACT, 1999  
 (NO. 4 OF 1999)

TANGANYIKA STAMP DUTY ACT  
 Stamp Duty Shs: 569,000/- Paid  
 On Original Receipt No: 924228270238517  
 of: 15-08-2024  
*Shelanguwa*  
 Stamp Duty Officer

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 58809LR  
 L.O. No. 1312386  
 LD/GDC/3514

This 16<sup>th</sup> day of August Two thousand and Twenty Four

THIS IS TO CERTIFY that NYATI RESOURCES (T) LIMITED, a limited liability Company incorporated in Tanzania under the Companies Act, 2002 of P.O. Box 165, Geita (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **ninety nine** years from the first day of **July, Two thousand and twenty four** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution there for or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2025; shall hereafter pay rent of shillings **five million six hundred ninety one thousand (Tshs.5,691,000/=)** only a year in advance on the first day of July in each of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier 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. Plant, maintain, protect and preserve or conserve not less than five trees on the land within thirty six months from the commencement of the Right. The occupier may plant fruit or wood trees depending on the climatic conditions of such land or as it can be directed by planning authority and shall ensure such trees are kept, maintained or replaced throughout the term of such Right of occupancy.
  - (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 Geita District Council (hereinafter called "the authority");

Certified as True Copy of the Original  
**Levina H. Muro**  
 Advocate, Notary Public  
 & Commissioner for Oaths  
 Date: 30/11/24 *Levina*

- (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 Commissioner");
- (v) Not erect or commence to erect on the land any building except in accordance with building plans and specifications, which shall have been first approved by the Authority;
- (vi) Approval of plans of any building by the Authority shall not imply that the construction of such a building will satisfy the occupier's obligation under the conditions of the Right and shall not imply waiver or modification of any condition in the Right

The Occupier shall further

- (i) make and maintain on the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the authority;
- (ii) make and keep all the buildings on the land rat-proof and carry out such measurements as Medical Officer of Health for the Authority may require for this purpose;
- (iii) provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health;
- (iv) Fence the land with good quality fencing, car-parking spaces shall be provided as required by the Authority. Loading and unloading facilities shall be provided with the boundaries of the land

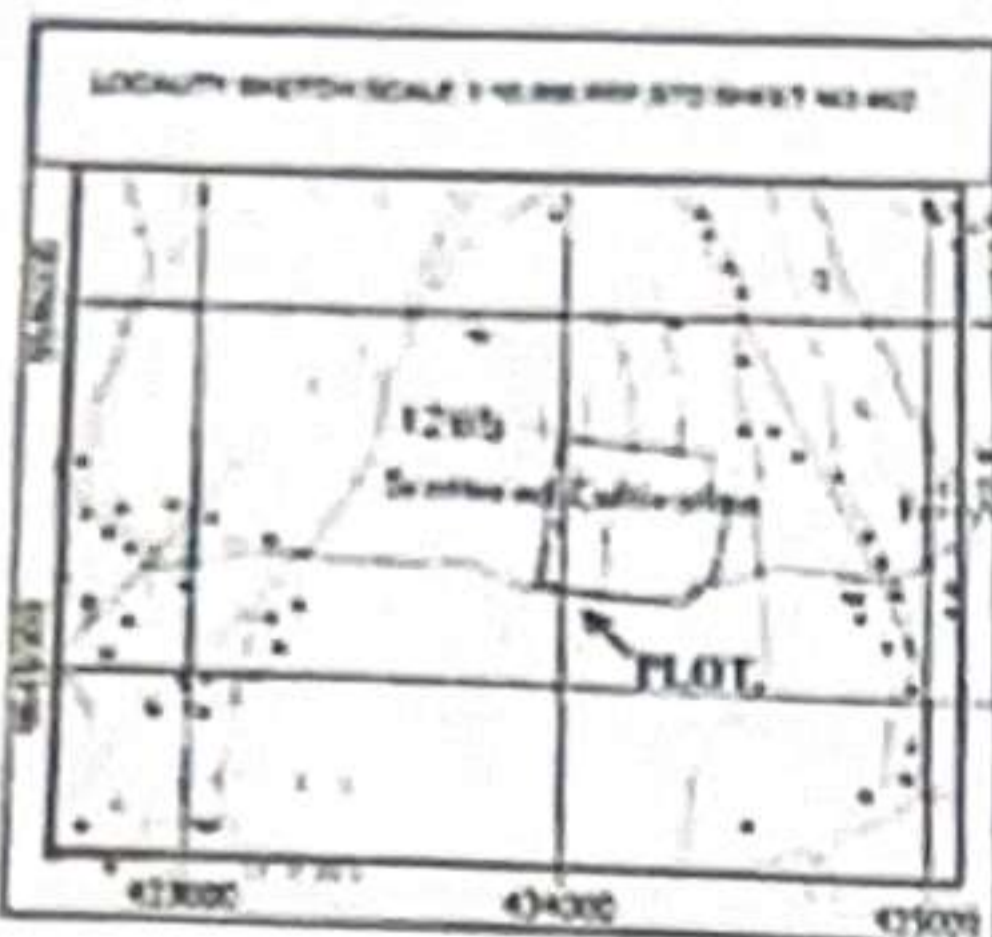
**USER:** The land and the buildings erected thereon shall be maintained and the same shall be used for **Special Industrial purposes only. Use Group 'N' Use class (b)** as defined in the Urban Planning Act, 2007 (Use Groups and Use Classes) Regulation, 2018.

The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.

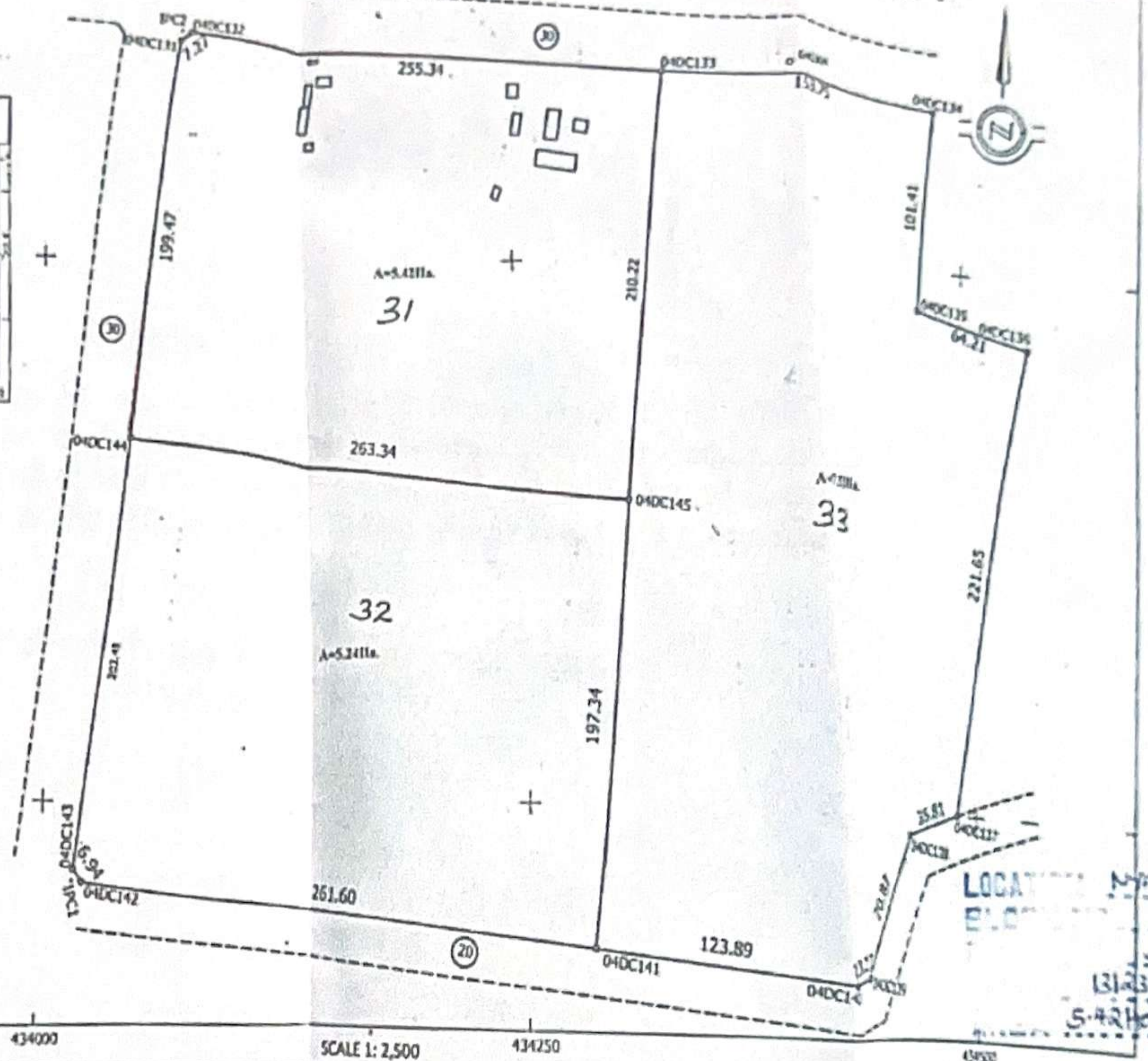
The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.

The President may revoke the right for good cause and in public interest.

SURVEY PLAN OF PLOTS No. 31-33 BLOCK "A" AT NYAKAGWE  
GEITA DISTRICT - GEITA REGION



**SURVEY APPROVED**  
Signature: *[Signature]*  
REGIONAL LAND SURVEYOR  
GEITA  
Date: 25-07-2024



REF: TP DRWG No 22/GDC/100/122023

SCALE 1: 2,500

COMPS E<sup>18</sup> 359#

M.P. 46/11/1

STD SHEET NO. 46/2

ACTION CD.

PLAN No. E<sup>18</sup> / 359 / 400

AMENDMENTS MADE BY:  
1. Ndakala (plate no) 25/7/2024

PHOTOSTAT COPIES SENT TO:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

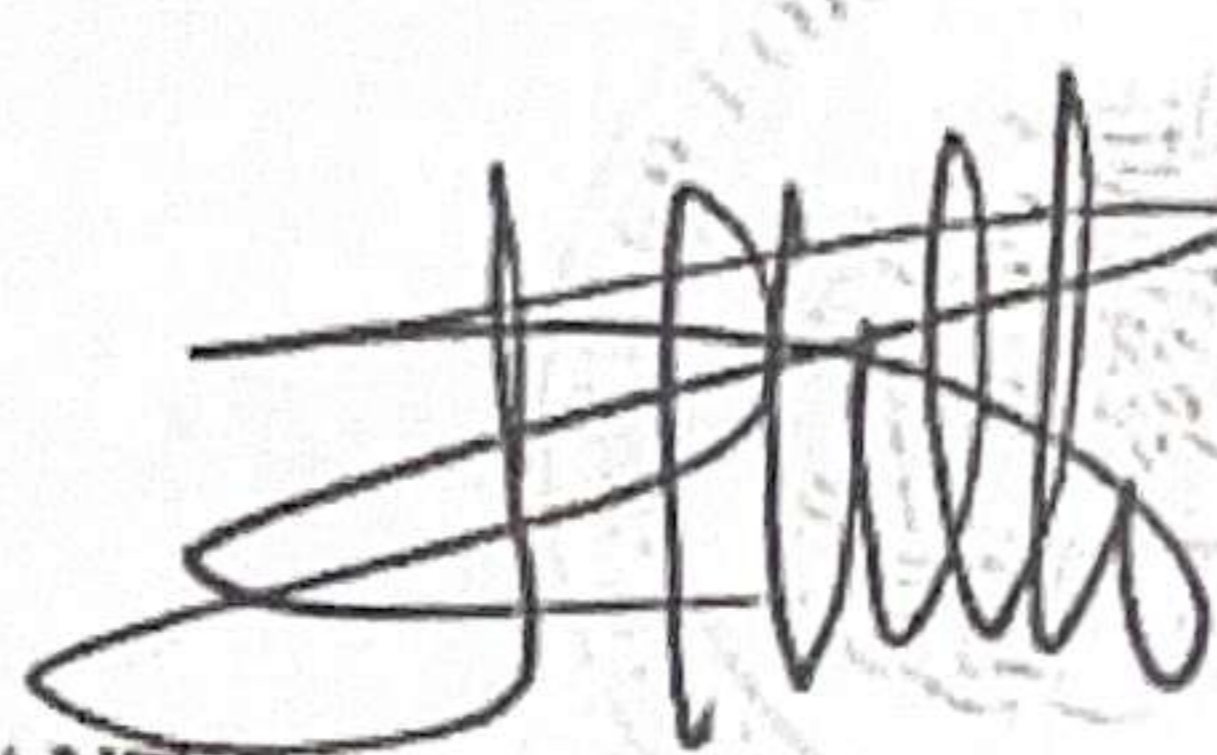
Plan drawn by: [Signature]  
I hereby certify that the survey represented  
by this plan was carried out in accordance with  
Survey rules and regulations.  
Date: 25/7/2024  
[Signature]  
NTL: MSC/MA  
GOVERNMENT LAND SURVEYOR  
REGISTRATION No. 197710

Certified as True Copy of the Original  
**Levina H. Muro**  
Advocate, Notary Public  
& Commissioner for Oaths  
Date: 30/7/24 Sign: *[Signature]*

SCHEDULE

ALL that Land known as Plot No. 31 Block 'A' situated at Nyakagwe in Geita District Council containing five decimal point four two (5.42Ha) hectares shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 197710 deposited at the Office of the Director for Surveys and Mapping at Dodoma.

Given under my hand and my official seal the day and year first above written.

  
ASSISTANT COMMISSIONER FOR LANDS

The within named NYATI RESOURCES (T) LIMITED hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the common SEAL of the said )  
NYATI RESOURCES (T) LIMITED in the )  
Presence of us this..15.....day of ..August.....2024)  
Name.....*Timothy Maja Magezi*)  
Signature:.....*Timothy*)  
Postal Address:.....*165 Geita*)  
Qualification:.....*Director*)  
Name.....*Paul Sebastian Magezi*)  
Signature:.....*Paul Magezi*)  
Postal Address:.....*165 Geita 19470117*)  
Qualification:.....*Director*)

