

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on this 1st day of December 2023 by and between:

1. TANZANIA ZHONZHI AQUACULTURE COMPANY LIMITED, a company incorporated in the United Republic of Tanzania with its registered office at P.O. Box 646, Mwanza (hereinafter referred to as the "Landowner" and the current leaseholder of the area),
AND

2. QIRO TANZANIA LIMITED, a company incorporated in the United Republic of Tanzania with its registered office at P.O. Box 32080, Dar es Salaam (hereinafter referred to as the "Tenant"),

(each individually referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS

The Parties previously signed a main contract in Mwanza City, and in accordance with Clause 12 of that main contract, they now wish to formalize the lease of a specific parcel of land under the following terms and conditions:

1. LEASED PREMISES

The Landowner hereby leases to the Tenant a parcel of land measuring **4,000 square meters**, located at **Busisi – Near the stone crusher of JPM Bridge in Sengerema District, Mwanza City**, to be used for fish farming and processing activities.

2. LEASE TERM

The lease shall be for a fixed term of **three (3) years**, commencing on **1st December 2023** and ending on **1st December 2026**, unless earlier terminated in accordance with this agreement.

3. LEASE RENT

The Tenant shall pay the Landowner an annual lease rent of **Tanzania Shillings Fifty Million (TZS 50,000,000)**, payable in advance on or before the 1st day of December of each year.

4. EXCLUSIVE POSSESSION

The Landowner shall not interfere with the Tenant's exclusive possession and use of the leased land for the duration of the lease term. The Landowner agrees not to use or occupy any portion of the leased land during the agreed lease period.

5. ENVIRONMENTAL RESPONSIBILITY

The Tenant shall be solely responsible for maintaining environmental hygiene and cleanliness in the use of the leased area, and shall comply with all applicable environmental laws and regulations of the United Republic of Tanzania.

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

7. AMENDMENT

Any amendments to this Agreement shall be made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement on the date first above written.

SIGNED for and on behalf of TANZANIA ZHONZHI AQUACULTURE COMPANY LIMITED

Name: Wangwei
Title: Director
Signature: [Signature]
Date: 01/12/2023

SIGNED for and on behalf of QIRO TANZANIA LIMITED

Name: [Signature]
Title: General Mgr
Signature: [Signature]
Date: 1/12/2023



WITNESSED BY:

Advocate (Witness for both parties)

Name: WINNIE LEMA
Address: P.O. Box 10535, Mwanza



Qualification: Advocate of the High Court of Tanzania

Signature: [Signature]
Date: 01/12/2023

**SALE AGREEMENT OF 8.1 ACRES WITH 32,788 SQUARE METER
LOCATED AT BLOCK "A" KITONGONI KIGOMA UJJI MUNICIPAL**

This Agreement is made this 14/APRIL/2025..... Day of **APRIL, 2025**.

BY AND BETWEEN

PILI MAHONDA KAHUNGA of P.O. Box 44, Kaswa street, Kagera ward, within Kigoma Ujiji Municipality Kigoma region (hereinafter referred to as the "**Vendor**" which term covers and includes their successors in title) of the one part; National identity card NIDA No. 19610701-47113-00015-17:TELL 0768811689

AND

QIRO TANZANIA LIMITED a Company incorporated in Tanzania under the Companies Act no 12 OF 2002 of P.O. Box 32080, Dar es Salaam (hereinafter referred to as the "**Purchaser**" (which term where the context so admits, will include their successors in title) of the other part). **0778958245**.

WHEREAS:

A. The Vendor is the lawful owner of all that piece or parcel of land **known as Plots No. 6,7,8,9,17 and 18 Block "A" Kitongoni, Kigoma Ujiji Municipal area with CT No. 5205 and 5588 KGLR** within Kigoma Ujiji Municipal Council (hereinafter referred to as the demised **property as described in the schedule below**);

B. The Vendor have desired and agreed with the Purchaser for the sale of **8.1 ACRES WITH 32788 SQUARE METERS** out of Plots no 6,7,8,9,17 and 18 block A Kitongoni Kigoma Ujiji Municipal Council and all other things existing thereon;

The Vendor and the Purchaser have conducted negotiations on the sale/purchase of the property up to a certain point; That the vendor shall partition, demarcate and remove 8.1 acres with 32,788 square meters from his plots no 6,7,8,9,17 and 18 block "A" Kitongoni, within Kigoma Ujiji Municipal Council, Kigoma region.

NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS:-

1. That the Vendors hereby sell and the Purchasers hereby buy the property described above at a price of **Tshs. Two hundred and fifty millions (Tshs. 250,000,000/=)**. The payment should be made in two instalment, first payment should be made with Tshs 100,000,000/= upon on signing of the



Z. H. M.

contract. Second installment should be made of Tshs 150,000,000/= after land transferring finish)

2. That from the date of execution of this agreement, the purchaser shall undertake all best endeavours, to process and finalize the transfer of the demised property in the name of the purchaser and filling all other necessary documents required for purpose of transferring the title deed into the name of the purchaser. During this process, the vendor shall make their best effort to cooperate with the purchaser throughout the entire process by signing all necessary documents for transferring the land from the vendor to the purchaser.
3. The vendor is responsible for providing all documentation necessary to verify that the land is legally clear and free from any outstanding historical conflicts, debts, loans, or litigation. The vendor warrants that the land is legally authorized for sale to investors. Should this warranty prove false, the vendor shall reimburse all instalments paid and bear all expenses incurred during the attempted transfer.
4. That the Vendor agrees that after signing this agreement shall not sell the demised property to any other third party by his own will. Should such a sale become necessary, the vendor should negotiate with the purchaser and sign an agreement in advance.
5. That is the purchaser have complied with all the procedure of law and the commission for lands has refused to approve the transfer of the demised property in Favor of the purchaser, either party may then rescind this agreement effectively after the refusal has been communicated to the parties. And all the payment and cost should be refunded to the purchaser.
6. That as a consequence of the commission refusal to approve the transfer in the name of the purchaser, neither the vendor nor the purchaser is to be treated as in breach of contract and the vendor shall be liable to pay the capital gain tax.
7. That the vendor is selling the demised property free from all mortgages and security interest or any other encumbrance. That, purchaser should pay balance payment immediately to the vendor after the transfer process finished
8. That the Vendor guarantee that the property sold to the Purchaser is free from all encumbrances whatsoever and further that its description is believed and shall be deemed to be correct as disclosed or as apparent on inspection or search by each of them. Furthermore, the Vendor know no overriding interests regarding the property.



[Handwritten signature]

2. H. M.

[Handwritten signature]

9. That the Vendor agree and undertake at his own expenses to bear and discharge all outstanding/existing rents, rates, taxes, service charges and others levied on the property.
10. That the payment of the consideration shall be made by way of bank transfer Or cash deposit. The consideration shall be deposited into the Vendors Bank account as provided below.

THE OWNER BANK:

Bank Name:**NMB**, BRANCH: **KIGOMA**, ACCOUNT NAME: **PILI MAHONDA KAHUNGA**, ACCOUNT NUMBER:**51610077175**

11. The Purchaser undertake to process at his own costs, the transfer of the titles from the Vendors' name into its name by making necessary arrangements with the issuing Authority.
12. That on receiving the purchase price as agreed herein, the Vendor shall immediately hand over to the Purchaser all the original documents which relate exclusively to the plot premises and business. Further, once the Purchasers have taken over possession of the property, they will thereafter be liable to pay any future taxes, rents and other charges levied on it.
13. That in event the Purchaser do not succeed to have the property registered in its name for any reason attributed to the vendor, then the vendor will refund and reimburse the purchase price with other expenses incurred by the purchaser respectively and both parties will revert to their original positions.
14. That the vendor shall apply to the respective land authority for partitioning and demarcating of 8.1 acres with 32,788 square meters from his plots no 6,7,8,9,17 and 18 block "A" Kitongoni, Kigoma Ujiji Municipal Council. That the purchaser shall incur all the costs for partitioning, preparation the new survey map and issuing the certificate of title in respect of the divided area measured 8.1 acres.
15. The vendor should hand over the land without any other issue of compensation like the tress, (including palm trees) the crops, the shed and so on. If any compensation issue involves with the land, the vendor should pay for that.
16. The currently existed trees including the mango trees and palm trees, is part of the property within this deal and the products of these trees should also be the property of the purchase after this deal finish.
17. This agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement and No further claim shall be entertained after the execution of the lease



Z. H. M.

- 18. All dispute, differences and question which may time arise between the vendor and the purchaser or their representatives and touching on or in respect of the provision of this agreement of the subject matter thereof shall be dealt with amicably, and when amicably solutions fail, then the dispute will be referred to the court
- 19. That this agreement shall in all respects be construed in accordance with the laws in force in Tanzania

IN WITNESS WHEREOF parties have duly executed these presents in the manner and on the day and the year hereinafter appearing.

SIGNED AND DELIVERED at Kigoma by the said

PILI MAHONDA KAHUNGA who is Known to me personally/

introduced to me bythe latter be

known to me personally thisday of April, 2025

[Handwritten Signature]
.....

VENDOR



WITNESESS

- 1. Name..... ZINDUNA HASSANI MARUZUKU
Signature..... Z. H. M.
Relationship..... M. KEE
- 2. Name..... SHABANI AFHUMANI NDIMULIKO
Signature..... [Handwritten Signature]
Relationship..... MADGO WAKE



Before me,

Name..... Emmanuel Thomas Msasa
Signature: [Handwritten Signature]
Postal Address: [Handwritten Address]
Qualification: Advocate, Notary Public & Commissioner for Oaths



SIGNED AND SEALED at Kigoma

by **QIRO TANZANIA LIMITED** who is known to

me personally/introduced to me by.....the latter

known to me personally this ...day of April 2025

(Managing director **Mr HAO YANG**
on behalf of the Purchaser)



Z. H. M.

[Handwritten Signature]

WITNESSES

- 1. Name..... ZHU NA.....
Signature..... *[Signature]*.....
Relationship..... Director.....
- 2. Name.....
Signature.....
Relationship.....

Before me,

Name..... Emmanuel Thomas Msasa.....
Signature: *[Signature]*.....
Postal Address: *[Address]*.....
Qualification: *[Qualification]*.....



[Signature]

Z. H.M.

[Signature]



NMB BANK PLC

WITHDRAWAL SLIP / DEPOSIT SLIP (LOCAL CURRENCY)

FOMU YA KUTOA/KUWEKA FEDHA TASLIMU

Branch/Tawi

Rock City

Date/Tarehe

14/04/2025

Account Number

Nambari ya Akaunti

5 610977175

Account Name/ Jina la Akaunti

Pili Mahonda Kahungu

Deposit/ Kuweka

Withdrawal/ Kutoa

CASH/ FEDHA TASLIMU

Denomination Mnyambulisho	Number of Notes/ Idadi ya noti	Amount/ Kiasi
10,000x		10000/-
5,000x		
2,000x		
1,000x		
Coins/ Sarafu		
TOTAL/ JUMLA		10000000/-

Amount in Figures/ Kiasi kwa Tarakimu

TZS

10000000/-

Amount in Words/ Kiasi kwa Maneno

One hundred million

TZS 10,000,000,000

Purpose of Fund/ Dhumuni la Fedha

Payment for land

FOR OFFICIAL USE ONLY

Customer ID Type/ Aina ya kitambulisho

Depositors Name/ Jina la Mweka Fedha

Pili Mahonda Kahungu

ID Number/ Namba ya Kitambulisho:

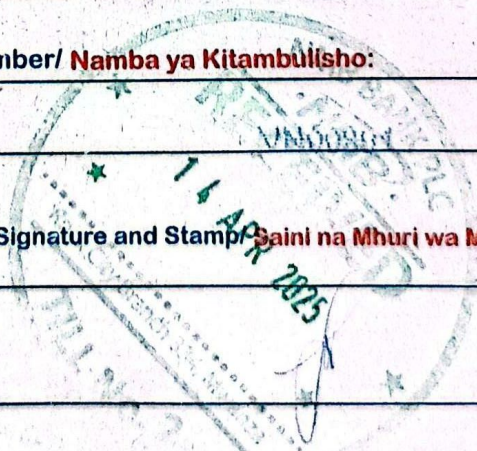
Customer Phone/ Namba ya simu ya Mteja

0718938245

Teller Signature and Stamp/ Saini na Mhuri wa Mtunza Fedha

Customer Signature/ Saini ya Mteja

[Handwritten Signature]



This form will be valid only if printed, signed by the customer, countersigned and stamped by the teller. (Fomu hii itakua sahihi iwapo itakua imechapwa na kutiwa saini ya mteja pamoja na muhuri na saini ya mhasibu fedha.)

For transactions with amount TZS 20,000,000 and above, please fill in the form with additional information. Kwa muamala kuanzia TZS 20,000,000 na kuendelea, tafadhali jaza fomu ya taarifa za ziada.



扫描全能王 创建