

## LAND LEASE AGREEMENT

This agreement is signed today, the 1st day of December, 2023, between:

**TANZANIA ZHONGZHI AQUACULTURE COMPANY LIMITED** of P.O. Box 646, Mwanza (referred to as the "Landowner and CURRENT USER OF THE LEASED AREA") on one part, and

**QIRO TANZANIA LIMITED** of P.O. Box 32080, Dar Es Salaam (TIN NUMBER 167216536) (referred to as the "Tenant of the Area") on the other part, including their stakeholders and successors.

It is understood that this is a short-term agreement, signed in accordance with clause 12 of the main contract signed between **TANZANIA ZHONGZHI AQUACULTURE COMPANY LIMITED** of P.O. Box 646, Mwanza, requiring the lessee of the area to provide notice on the site before allocating it to another party for use.

Therefore, this Agreement serves as evidence that both parties have agreed as follows:

1. **QIRO TANZANIA LIMITED** will utilize the area 4000m<sup>2</sup> (square meters) allocated by **TANZANIA ZHONGZHI AQUACULTURE COMPANY LIMITED** for a period of Three (3) years, starting from 1st, 12, 2023, until 1st, 12, 2026.
  2. The annual lease rent paid to the landowner will be fifty million shillings (50,000,000 TZS).
  3. **TANZANIA ZHONGZHI AQUACULTURE COMPANY LIMITED** shall not have the right to use the portion of land allocated to **QIRO TANZANIA LIMITED** for the entire duration that the area is used by the latter.
  4. The company shall be responsible for maintaining the environmental hygiene of the area throughout the contract period, following environmental cleanliness regulations and laws.
  5. This contract shall terminate if the Company voluntarily decides to cease being a user of the area and shall be obliged to surrender the area to **TANZANIA ZHONGZHI AQUACULTURE COMPANY LIMITED**.
  6. This contract may be amended at any time after both parties have had discussions and reached a written agreement on the changes to the contract.
  7. The termination of this contract does not prevent any party to this contract from going to court to enforce their rights.
- Both parties agree that these agreements will be implemented in accordance with the law from today's date as shown above.

This contract is signed by both parties on the date mentioned above.



1. On behalf of TANZANIA ZHONGZHI AQUACULTURE COMPANY LIMITED.

Name: WANG WEI

Title: Director

Signature: 王伟

Date: 01/12/2023



2. Witness of TANZANIA ZHONGZHI AQUACULTURE COMPANY LIMITED.

Name: ZHANG QING HUA

Title: Manager

Signature: 张青华

Date: 01/12/2023

3. On behalf of QIRO TANZANIA LIMITED.

Name: Juma Vito

Title: Director

Signature: Juma Vito

Date: 01/12/2023

4. Witness of QIRO TANZANIA LIMITED.

Name: Shau ya

Title: Assistant of DG

Signature: Shau ya

Date: 01/12/2023

Before

Name:

Signature:

Title:

Date:



**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**);

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.



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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



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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 by .....the latter be

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

*[Handwritten signature]*  
.....  
**VENDOR**

**WITNESESS**

1. Name... ZINDUNA HASSANI MARUZUKU.  
Signature... Z. H. M.  
Relationship... M. K. E. G.
2. Name... SHABANI AFHUMANINDUNWILIKO  
Signature... [Handwritten]  
Relationship... MADGO WANE



**Before me,**

Name... Emmanuel Thomas  
Signature: [Handwritten]  
Postal Address: 195  
Qualification: ADW. L. T. S. S.



**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]

WITNESESS

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

Before me,

Name..... EMANUEL THOMAS MUSA.....  
Signature:..... *[Signature]*.....  
Postal Address:..... LTD KAROMA.....  
Qualification:..... ADVOCATE.....



*[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

15109771-5

Account Name/ Jina la Akaunti

Pili Mahonda Kabunga

Deposit/ Kuweka

Withdrawal/ Kutoa

PII MAHONDA KABUNGA

CASH/ FEDHA TASLIMU		
Denomination Mnyambulisho	Number of Notes/ Idadi ya noti	Amount/ Kiasi
10,000x		10000/-
5,000x		
2,000x		
1,000x		
Coins/ Sarafu		
<b>TOTAL/ JUMLA</b>		10000.00/-

Amount in Figures/ Kiasi kwa Tarakimu

TZS 10000000/-

Amount in Words/ Kiasi kwa Maneno

One hundred million

TZS 10000000000

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

15109771-5

ID Number/ Namba ya Kitambulisho:

Customer Phone/ Namba ya simu ya Mteja

0718938245

Teller Signature and Stamp/ Saini na Muhuri wa Mtuza Fedha

Customer Signature/ Saini ya Mteja

This form will be valid only if printed, signed by the customer, countersigned and stamped by the teller. (Fomu hii itakua sahihi kwapo 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.



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