



XIN SI LU COMPANY LIMITED P.O.BOX 6223, Arusha-Tanzania

Plot No.33, Block 23, Kaloleni Area, Arusha City, Tanzania

Tel: +255 711 562 599

Email: administration@xinsilultd.com

Ref. No.: XIN/ADMIN0043 /2021

DATE: 27th, October 2021

**Executive Director
Tanzania Investment Centre
P.O.BOX 938
Dar es Salaam**

**RE: APPLICATION LETTER FOR AMENDMENT OF THE CERTIFICATE OF
INCENTIVES OF XIN SI LU COMPANY LIMITED**

Please refer to the heading above.

We have been granted with the Certificate of Incentives (No.024494) on 14th November 2019 for our fish farming project in Shaurimoyo Village, Babati District, Manyara Region.

We are writing this application letter for the amendment of the Certificate of Incentives for two aspects:

1) Change of Shareholders information (the BRELA official research has been uploaded):

Previous Shareholders			Current Shareholders		
Name	Nationality	Percentage(%)	Name	Nationality	Percentage(%)
Zeng Youcheng	China	94	Zeng Youcheng	China	99
Yi Jing	China	5	Zeng Yan	China	1

2) **Add** a new plot for the same fish farming project as for the PHASE II of the investment, the attachment we are attaching as followed:

No.	Description
1	Confirmation Letter from Babati Town Council
2	Surveyed and Approved map for the plot
3	Sales agreement for the plot (2 plots combined to 1 plot)



XIN SI LU COMPANY LIMITED P.O.BOX 6223, Arusha-Tanzania

Plot No.33, Block 23, Kaloleni Area, Arusha City, Tanzania

Tel: +255 711 562 599

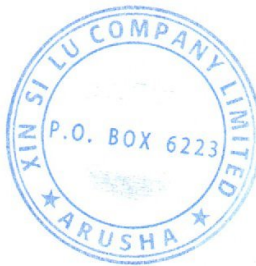
Email: administration@xinsilultd.com

I hope our request will be considered and granted.

Yours in Investing

.....
Managing Director

XIN SI LU COMPANY LTD



UNITED REPUBLIC OF TANZANIA
PRESIDENT'S OFFICE
REGIONAL ADMINISTRATION AND LOCAL GOVERNMENT
MANYARA REGION

BABATI TOWN COUNCIL

(All correspondences to be addressed to the Town Director)

Tel. No: +255 - 027- 2510065,
Fax No :+255 - 027- 2510095,
Website: www.babatitc.go.tz
Email: td@babatitc.go.tz
In reply please quote:-

Town Hall,
P. O Box 383,
BABATI.



BTC/L.10/5/VOL.X/203

Date: 27/10/2021

EXECUTIVE DIRECTOR
TANZANIA INVESTMENT CENTRE
P.O.BOX 938
DAR ES SALAAM

**RE: SUBMISSION OF REGISTERED LIGHT INDUSTRY PLOT FOR XIN SI LU
COMPANY LTD AT NANGARA ZIWANI AREA IN BABATI TOWN**

Refer to the above captioned subject.

This is to inform you that Babati Town Council (Planning Authority) has surveyed and Registered the above named area to be used as Light Industry Site. The area which is owned by XIN SI LU Company Ltd from China has a coverage of 20,920 square meters.

This area has been designed to serve as Light Industry plot as requested by the Company for the purpose of producing fish feed which will be for fish farming activities of the Company. The registered plot number is 73/A Nangara Ziwani Area in Babati Town Manyara Region. This can be seen in the attached Registered Survey Plan No. 141607 E 23 57/592 that has been approved by 26th October,2021.

We hope that registration of the area will help the Company to register land on the Certificate of Incentives. With Regards,


Faustine Masunga
Ag. Town Director
BABATI TOWN COUNCIL
TOWN DIRECTOR
BABATI.

DATED THIS 8th DAY OF March 2021

SALES CONTRACT
(MADE UNDER THE LAND ACT,(NO.4 OF 1999)

BETWEEN

VINCENT MIRAJI MCHOMVU
P.O BOX 224
BABATI

AND

XIN SI LU COMPANY LIMITED
P.O BOX 6223
ARUSHA

IN RESPECT OF ALL LAND AND DEVELOPMENTS CONSTITUTING at
NANGARA ZI WANI AREA, BABATI TOWN COUNCIL, IN
MANYARA REGION .

DRAWN BY:-
GSL ATTORNEYS
OYSTERBAY AREA
P.O BOX 567
BABATI



V. Miraji

[Handwritten signature]

SALES CONTRACT

THIS SALES CONTRACT is made this^{8th}..... day of March, 2021

BETWEEN

VINCENT MIRAJI MCHOMVU of Post Office Box 224, Babati Manyara (hereinafter called the "Vendor" which expression shall, where the context so admits include her successors and assigns in title) of the one part.

AND

XIN SI LU COMPANY LTD, a Company registered under the Company's Act, CAP 212 R.E 2002 P.O. Box 6223 Arusha, Tanzania represented by Mr. ZENG YOUCHENG with Mobile No. +255 758286678 (hereinafter called "the Purchaser" which expression shall, where the context so admits include her successors and assigns in title) of the other part.

- A. WHEREAS the Vendor is the legit owner of all land constituting at Nangara Ziwani Area, Babati Town Council in Manyara Region (hereinafter called "the Property"). its boundaries are as follows:-
- i) On North by LAKE BABATI SHORE
 - ii) On South by JANE MKUBA
 - iii) On East by GERALD ISOWE
 - iv) On West by ROBERT DAWAS
- B. WHEREAS the Vendor is desirous to sell and the Purchaser is desirous to buy Property referred to under paragraph (A) and the Purchaser has pursuant to various discussions with the Vendor negotiated for outright purchase of the said Property.
- C. WHEREAS the Vendor offered the Purchaser and the Purchaser accepted to purchase the Property but subject to contract at a consideration of Tanzanian Shillings Twelve Million [Tshs. 12,000,000/=].

NOW THEREFORE THIS AGREEMENT witnesses as follows:-



1

V. Miraji

1.0 CONSIDERATION

In consideration of a sum of Tanzanian Shillings Twelve Million (Tsh 12,000,000/=) hereinafter called ("the Purchase Price"). The Vendor hereby agrees to sell free from all leases agreements and encumbrances and the Purchaser agrees to buy the land constituting at Nangara Ziwani area, Babati Town Council in Manyara Region.

2.0 MODE OF PAYMENT

2.1 Purchase price amounting to Tanzanian Shillings Twelve Million [Tshs. 12,000,000/=] shall be paid to the Vendor fully upon executing this Contract.

2.2 That the said money shall be paid to the vendor by CASH on full executing of this contract.

2.3 That, by signing this contract, the Purchaser confirms to have paid the Vendor the purchasing price and the Vendor also declares and confirm to receive the full amount of Tanzanian Shillings Twelve Million [Tshs. 12,000,000/=] on this *8th* day of March, 2021.

3.0 DOCUMENTS

The Vendor undertakes to:

(a) Hand over to the Purchaser all the relevant documents pertaining to the property and which prove the Vendor's ownership of the property.

4.0 POSSESSION OF PROPERTY

The Vendor has given the Purchaser vacant possession of the property at the signing of this contract and that the Purchaser can develop the said land in a manner it deems fit.

5.0 WARRANTIES

The Vendor represents and warrants to the Purchaser that as on the date of signing of this Sales Contract:-



V. Misajj

[Handwritten signature]

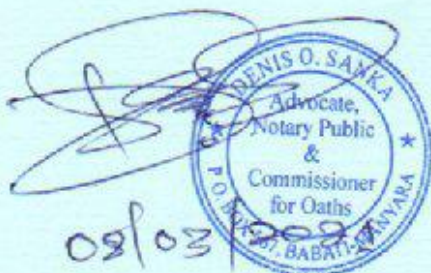
- 5.1 That, the Vendor is the legit owner of the property and that the Vendor is not aware of any leases, tenancies, or licenses granted to any third party in respect to the said property or any part thereof or that may prohibit the Purchaser to have peaceful and quiet enjoyment of the Property.
- 5.2 That, the Vendor has a good marketable title to the Property and that the Property is not subject to any mortgage, charge, pledge, lien, or other registered encumbrances of any nature whatsoever.
- 5.3. That, the Purchaser will take the land as an absolute owner and will therefore have and hold the land hereby sold with the rights, interests and appurtenances uoto if any, and the properties thus passes forthwith to the purchaser all interest which as or now capable of passing in the properties and in the legal incidents thereof.
- 5.4 That, the Vendor confirms there are no any disputes claims, leases or agreements in force which will frustrate the Purchaser's right to have peaceful and quiet enjoyment of the Property and that should any claim arises the Vendor undertakes to indemnify the Purchaser to the extent that Purchaser's wish include but not limited to refund all the monies and pay for all damages that would be suffered by the Purchaser.
- 5.5 That, the spouse of the vendor has consented for this transaction and by so doing she shall affix her signature to this Contract as it is shown here in below:

NAME: FABIOLA SULLE IMBORI

SIGNATURE: *Fulley*.....

TITLE: VENDOR'S SPOUSE

- 5.6 That, the Vendor further acknowledges that the Purchaser has conducted a search/due diligence to ascertain that the land is lawfully owned by the Vendor and that it is free from any encumbrances and that in doing so the Purchaser can not later be said has failed to discharge her duty.



Miraj

[Handwritten signature]

6.0 EFFECT OF WARRANTIES

The Vendor hereby acknowledges that the Purchaser have relied upon the representations and warranties stipulated under clause 5.0 in entering into this Sales Contract.

7.0 VENDOR'S UNDERTAKING

7.1 The Vendor further undertakes to do all necessary things she is required by law (save as may be varied hereunder) to do in order to complete the disposition of the property from the Vendor to the Purchaser.

8.0 DISPUTE SETTLEMENT

In the event of a dispute arising from or relating to this Contract the parties shall endeavour to settle such dispute amicably, failing which the aggrieved party may institute legal proceedings in any Court of competent jurisdiction.

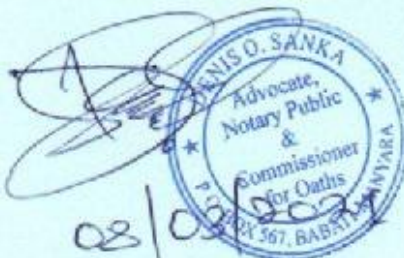
9.0 FINALITY OF AGREEMENT

9.1 This Contract constitutes the complete Contract between the parties and it cannot be amended or modified except by a written document signed by each party.

9.2 This Sales Contract shall be in English language and shall comprise three copies (3) originals each being authentic. Authentic Copies to the Purchaser, the Vendor and the Conveyancing Advocate.

10.0 APPLICABLE LAW

This Contract shall be governed by and construed in accordance with the Laws of Tanzania.



A handwritten signature in blue ink, appearing to read 'U. Miraji'.

A handwritten signature in blue ink, appearing to be a stylized name.

IN WITNESS whereof the parties hereto have duly executed this presents in the manner hereinafter appearing:-

SIGNED and DELIVERED by VINCENT
MIRAJI MCHOMVU known to me personally/
identified to me by
the latter being known to me personally this
8th day of March, 2021

V. Miraji
VENDOR

IN WITNESS:

NAME; JULIAN QAMBAYTA

SIGNATURE; *[Signature]*

TITLE;

BEFORE ME:

NAME; DENIS O. SANKA

SIGNATURE; *[Signature]*

DATE; *08/03/2021*

QUALIFICATION; ADVOCATE/COMMISSIONER FOR OATH



SEALED by the COMMON SEAL OF
XIN SI LU COMPANY LIMITED on
this *8th* day of March, 2021

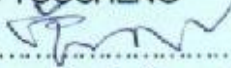


PURCHASER'S SEAL

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IN WITNESS:

NAME: ZENG YOUCHENG

SIGNATURE: 

DATE: 08/03/2021

QUALIFICATION: MANAGING DIRECTOR

NAME: ZENG YAN


SIGNATURE: 

DATE: 08/03/2021

QUALIFICATION: DIRECTOR

BEFORE ME:

NAME: DENIS O. SANKA

SIGNATURE: 

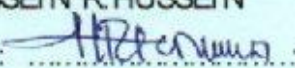
DATE: 08/03/2021

QUALIFICATION: ADVOCATE/COMMISSIONER FOR OATH



LOCAL GOVERNMENT WITNESSES:

NAME: HUSSEIN R. HUSSEIN

SIGNATURE: 

DATE: 08/03/2021

QUALIFICATION: VILLAGE CHAIRMAN



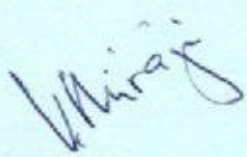
NAME: MARKO N. MASOME

SIGNATURE: 

DATE: 08/03/2021

QUALIFICATION: VILLAGE EXECUTIVE OFFICER







SPOUSE CONSENT

I, **FABIOLA SULLE IMBORI**, of P.O BOX 224, Babati, being at a state of sound mind, a spouse of the Vendor, as per the sale agreement between **VINCENT MIRAJI MCHOMVU** of P. O. Box 224, Babati (*Vendor*), and **XIN SI LU COMPANY LIMITED** of P.O. Box 6223, Arusha (*Purchaser*), do hereby declare that I have carefully read the sale agreement and I do hereby willingly give my consent to **VINCENT MIRAJI MCHOMVU** (my husband) to sell our matrimonial property described herein below:

A farm measuring 52 by 148 metres, located at Nangara Ziwani, Nangara Ward in Babati Town, with the following boundaries;

East: GERALD ISOWE

West: ROBERT DAWAS

North: LAKE BABATI SHORE

South: JANE MKUBA

SIGNED and DELIVERED at Babati by the said **FABIOLA SULLE IMBORI** who is known to me personally in my presence this ^{08th} day of ^{MARCH} 2021

Bulley
.....
SPOUSE



BEFORE ME:

NAME: *DENIS O - SALWA*

SIGNATURE: *[Handwritten Signature]*

QUALIFICATION: Advocate & Commissioner for Oath

POSTAL ADDRESS: P.O Box 567, Babati, Manyara.



DATED THIS*12th*.....DAY OF.....*June*.....2021

**SALES CONTRACT
(MADE UNDER THE LAND ACT (NO.4 OF 1999))**

BETWEEN

**JANE SAMUEL NKUBA
P.O BOX 656
BABATI**

AND

**XIN SI LU COMPANY LIMITED
P.O BOX 6223
ARUSHA**

**IN RESPECT OF ALL LAND AND DEVELOPMENTS CONSTITUTING at
NANGARA ZIWANI AREA, BABATI TOWN COUNCIL, IN
MANYARA REGION**

DRAWN BY:

ISAAC JOSEPHAT MWAIPOPO

P.O.BOX 1723

DODOMA

Email: isaacmwaipopo@gmail.com

Isaac Josephat Mwaipopo 

SALES CONTRACT

THIS SALES CONTRACT is made this^{12th}..... day of June, 2021.

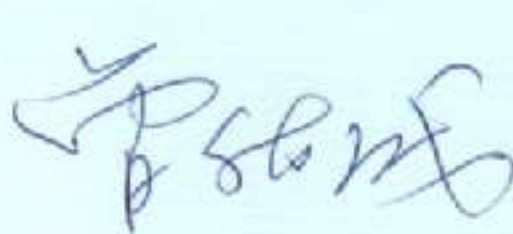

BETWEEN

JANE SAMUEL NKUBA of Post Office Box 656, Babati Manyara (hereinafter called the "Vendor" which expression shall, where the context so admits include her successors and assigns in title) of the one part.

AND

XIN SI LU COMPANY LTD, a Company registered under the Company's Act, CAP 212 R.E 2002 P.O. Box 6223 Arusha, Tanzania represented by Mr. ZENG YOUCHENG with Mobile No. +255 758286678 (hereinafter called "the Purchaser" which expression shall, where the context so admits include her successors and assigns in title) of the other part.

- A. **WHEREAS** the Vendor is the legit owner of all land constituting at Nangara Ziwani Area, Babati Town Council in Manyara Region (hereinafter called "the Property"). Since the Property was partially surveyed, with the surveyed area of 4.5 acres, and the area not surveyed is estimated to be 1.5 acres, hence we treat the total land as **SIX (6)** acres. Its boundaries are as follows;-
- i) On North by VINCENT MIRAJI MCHOMVU and GERALD ISOWE
 - ii) On South by ROAD
 - iii) On East by BAWASA WATER SUPPLY POINT
 - iv) On West by FIDELIS KALUNGURA
- B. **WHEREAS** the Vendor is desirous to sell and the Purchaser is desirous to buy Property referred to under paragraph (A) and the Purchaser has pursuant to various discussions with the Vendor negotiated for outright purchase of the said Property.
- C. **WHEREAS** the Vendor offered the Purchaser and the Purchaser accepted to purchase the Property but subject to contract at a consideration of Tanzanian Shillings Fifty Five Million [Tshs. 55,000,000/=].

  1

NOW THEREFORE THIS AGREEMENT witnesses as follows:-

1.0 CONSIDERATION

1.1 In consideration of a sum of Tanzanian Shillings Fifty Five Million (Tsh 55,000,000/=) hereinafter called ("the Purchase Price"). The Vendor hereby agrees to sell free from all leases agreements and encumbrances and the Purchaser agrees to buy the Property constituting at Nangara Ziwani area, Babati Town Council in Manyara Region.

2.0 MODE OF PAYMENT

2.1 Purchase price amounting to Tanzanian Shillings Fifty Five Million [Tshs. 55,000,000/=] shall be paid to the Vendor fully upon executing this Contract.

2.2 That the said money shall be paid to the vendor by CASH on full executing of this contract.

2.3 That, by signing this contract, the Purchaser confirms to have paid the Vendor the purchasing price and the Vendor also declares and confirms to receive the full amount of Tanzanian Shillings Fifty Five Million [Tshs. 55,000,000/=] on this 12th day of June, 2021.

3.0 DOCUMENTS

The Vendor undertakes to:

(a) Handle to the Purchaser all the relevant documents pertaining to the Property and which prove the Vendor's ownership of the Property.

4.0 POSSESSION OF PROPERTY

The Vendor has given the Purchaser vacant possession of the Property at the signing of this contract and that the Purchaser can develop the said Property in a manner it deems fit.

5.0 WARRANTIES

The Vendor represents and warrants to the Purchaser that as on the date of signing of this Sales Contract:-

5.1 That, the Vendor is the legit owner of the Property and that the Vendor is not aware of any leases, tenancies, or licenses granted to any third party



in respect to the said Property or any part thereof or that may prohibit the Purchaser to have peaceful and quiet enjoyment of the Property.

- 5.2 That, the Vendor has a good marketable title to the Property and that the Property is not subject to any mortgage, charge, pledge, lien, or other registered encumbrances of any nature whatsoever.
- 5.3. That, the Purchaser will take the Property as an absolute owner and will therefore have and hold the Property hereby sold with the rights, interests and appurtenances unto if any, and the Properties thus passes forthwith to the Purchaser all interest which as or now capable of passing in the properties and in the legal incidents thereof.
- 5.4 That, the Vendor confirms there are no any disputes claims, leases or agreements in force which will frustrate the Purchaser's right to have peaceful and quiet enjoyment of the Property and that should any claim arises the Vendor undertakes to indemnify the Purchaser to the extent that Purchaser's wish include but not limited to refund all the monies and pay for all damages that would be suffered by the Purchaser.
- 5.5 That, the Brother of the Vendor has consented for this transaction and by so doing he shall affix his signature and passport size photo to this Contract as it is shown here in below:

NAME: HUMPHREY SAMUEL NKUBA

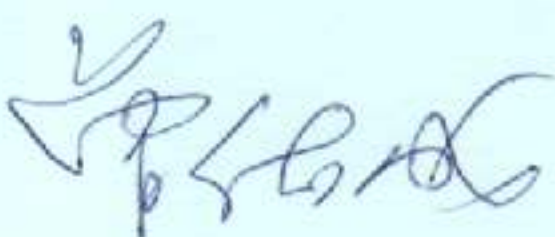

SIGNATURE:

TITLE: **VENDOR'S BROTHER**



- 5.6 That, the Vendor further acknowledges that the Purchaser has conducted a search/due diligence to ascertain that the Property is lawfully owned by the Vendor and that it is free from any encumbrances and that in doing so the Purchaser can not later be said has failed to discharge her duty.

6.0 EFFECT OF WARRANTIES

  3

6.1 The Vendor hereby acknowledges that the Purchaser have relied upon the representations and warranties stipulated under clause 5.0 in entering into this Sales Contract.

7.0 VENDOR'S UNDERTAKING

7.1 The Vendor further undertakes to do all necessary things she is required by law (save as may be varied hereunder) to do in order to complete the disposition of the Property from the Vendor to the Purchaser.

8.0 DISPUTE SETTLEMENT

8.1 In the event of a dispute arising from or relating to this Contract the parties shall endeavour to settle such dispute amicably, failing which the aggrieved party may institute legal proceedings in any Court of competent jurisdiction.

9.0 FINALITY OF AGREEMENT

9.1 This Contract constitutes the complete Contract between the parties and it cannot be amended or modified except by a written document signed by each party.

9.2 This Sales Contract shall be in English language and shall comprise three copies (3) originals each being authentic. Authentic Copies to the Purchaser, the Vendor and the Conveyancing Advocate.

10.0 APPLICABLE LAW

This Contract shall be governed by and construed in accordance with the Laws of Tanzania.

A handwritten signature in blue ink is located at the bottom left of the page. To its right is a circular stamp, also in blue ink, which appears to be a professional or official seal. The stamp contains some illegible text and a central emblem.

IN WITNESS whereof the parties hereto have duly executed this presents in the manner hereinafter appearing:-

SIGNED and DELIVERED by **JANE SAMUEL NKUBA** known to me personally/
identified to me by
the latter being known to me personally this
12th day of June, 2021

[Handwritten Signature]
.....

VENDOR



IN WITNESS;

NAME: JULIAN QAMBAYTA
SIGNATURE:
TITLE: **WITNESS**

BEFORE ME;

NAME: FESTO SIMON JACKSON
SIGNATURE:
DATE: *12/06/2021*
QUALIFICATION: **ADVOCATE/COMISSIONER FOR OATH**



SEALED by the COMMON SEAL OF
XIN SI LU COMPANY LIMITED on
this *12th* day of June, 2021



PURCHASER'S SEAL

[Handwritten Signature]

[Large Handwritten Signature]

IN WITNESS:

NAME: ZENG YOUCHENG
SIGNATURE:
DATE:
QUALIFICATION: **MANAGING DIRECTOR**



NAME: ZENG YAN
SIGNATURE:
DATE:
QUALIFICATION: **DIRECTOR**



BEFORE ME:

NAME: FESTO SIMON JACKSON
SIGNATURE:
DATE:
QUALIFICATION: **ADVOCATE/COMMISSIONER FOR OATH**



LOCAL GOVERNMENT WITNESSES:

NAME: HUSSEIN R. HUSSEIN
SIGNATURE:
DATE:
QUALIFICATION: **VILLAGE CHAIRMAN**

**MTENYEKITI VIA MTA A WA ZIWANI
KATA YA NANGARA
BABATI MJINI**

NAME: MARKO N. MASOME
SIGNATURE:
DATE:
QUALIFICATION: **VILLAGE EXECUTIVE OFFICER**

**AFISA MTENUAJI VIA MTA
MTAA VIA ZIWANI
KATA YA NANGARA
BABATI MJINI**

[Handwritten signature and scribbles]