

**THE UNITED REPUBLIC OF TANZANIA**

**THE LAND ACT  
(NO. 4 OF 1999)**

**AND**

**THE LAND REGISTRATION ACT CAP 334 R.E 2019  
LEASE AGREEMENT SUBJECT TO PURCHASE**

**ON**

**A FISH FARM LOCATED AT KAKOLA C, BUKUMBI  
VILLAGE IDETEMYA WARD MISUNGWI DISTRICT  
MWANZA HONGDA AQUACULTURE COMPANY LTD**

**AND**

**MWANZA MINHUI AQUATIC PRODUCTS COMPANY  
LIMITED**

**Drawn by:**

**IPC Legal Advocates,**

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**THIS LEASE SUBJECT TO PURCHASE AGREEMENT** is made this ..... day  
of ..... 2023

**BETWEEN**

**MWANZA HONGDA AQUACULTURE COMPANY LIMITED**, a Limited liability Company incorporated in the United Republic of Tanzania Under the Companies Act CAP 212 of 2002 whose address for purposes hereof is P. O. Box **Mwanza** (hereinafter called "**the LESSOR**") which expression shall where the context so admits, include its successors in title of the one part;

**AND**

**MWANZA MINHUI AQUATIC PRODUCTS COMPANY LIMITED**, a Limited liability Company incorporated in the United Republic of Tanzania Under the Companies Act CAP 212 of 2002 whose address for purposes hereof is P. O. Box **Mwanza** (hereinafter called "**the LESSEE**") which expression shall where the context so admits, include its successors in title of the one part;

**WHEREAS** The Lessor is the LEGAL owner and operator of all that fish farm located at Kakola 'C' Bukumbi Village, Idetemya ward Misungwi District Mwanza (in this agreement referred to as 'the property') on which the lessor runs both fish pond and cage farming,

**WHEREAS** the Lessee has requested the Lessor to lease the Lessor's property for three Months subject to purchase on successful negotiations

**AND WHEREAS** the Lessor is willing and ready to lease the property on understanding that within three months the lessee operates the business on rental free basis and purchase if thereafter on fee to be agreed

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. CONSENSUS CLAUSE**

1.0 In consideration of the lessee subsequently purchasing the property, paying rent at Tshs 500,000/= per month payable every Six months and the performance of Lessee's covenants hereinafter reserved and contained the Lessor **DOES HEREBY DEMISE** unto the Lessee the property together with all fish farming facilities at Kakola 'C' Bukumbi Village, Idetemya ward, Misungwi District Mwanza Tanzania subject to terms and conditions set out in this agreement

**2. LEASE TENURE**

The lease created herein shall be for a period of Three years commencing the date of this agreement with no rent charged SUBJECT HOWEVER to the lessee, on expiry of three months, purchasing the property from the lessor on fees to be agreed

**3 THE LESSEE HEREINAFTER CONVENANTS WITH THE LESSOR AS FOLLOWS:-**

- 3.1 To purchase the property on expiry of the three months on the fee to agreed but which shall not be less than the lessor's investment value
- 3.2 In the event the parties fail to agree as to the minimum investment value of the property, the lessee shall engage professional valuer at the lessee's costs.
- 3.3 To keep the property in a working state and habitable condition;
- 3.4 To permit the Lessor or his agent or any other duly authorized officers with or without workmen at all reasonable times of the day upon not less than 48 hours notice addressed to the Lessee (or immediately in case of a possible) to enter for purpose of carrying out inspection on the property as the Lessor may consider to be desirable or necessary.
- 3.5 Not to permit or suffer to be done upon the property anything which is in the opinion of the Lessor may be a nuisance or annoyance to or in any way interfere with quiet and comfort of the neighbors of the demised premise.

- 3.6 To maintain the standards of the property in line with the lessee's fish farming (both pond and cage).
- 3.7 Not to use or suffer to be used the property for any illegal or immoral purposes
- 3.8 Not to store or suffer to be stored or placed on or about the demised space any inflammable goods, materials or things whatsoever.

#### **4 THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:-**

- 4.1 To maintain in good working order and repair all sewers drains channels, sanitary pipes, and wires and cables and supply lines;
- 4.2 To keep all the buildings and cages on the property insured against loss or damage by fire or such risks as the lessor may deem desirable or expedient in the full insurable value.

#### **5 REPRESENTATIONS AND WARRANTIES**

- 5.1 The Lessor represents that he is the rightful registered owner AND operator of the property with full power and authority to lease to the Lessee the property in the manner herein provided;
- 5.2 That each party agrees to execute, complete, deliver, make and do all documents, instruments, notices, acts and things necessary or required to implement and give full effect to the provisions and purpose of this agreement

5.3 Each party represents and warrants to the other that:-

5.3.1 It has full power and authority to execute delivery and perform its obligations under this agreement and no limitation on its powers will be exceeded as a result of its entering into this agreement;

5.3.2 This agreement is a legal, valid and binding obligation, and is enforceable against each party in accordance with its terms and conditions;

5.3.3 This agreement may only be varied by written instrument signed by each party.

## **6. SEVERABILITY**

In event that any of the provision of this Agreement or the application of any such provision to the parties hereto with respect to their obligations hereunder shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining provisions hereof shall remain in full force and effect to the extent they are not inconsistent with the original provisions and the intentions of the parties expressed herein.

## **7. SUCCESSION AND ASSIGNS**

7.1 Except as otherwise provided herein, the rights and obligations created hereunder shall incur to the

benefit of and be binding upon the heirs, successors and authorized assigns of the parties hereto;

7.2 Notwithstanding any provision hereof, the Lessee shall have no right to assign or transfer any of his rights herein, and no such assignment or transfer shall have any validity unless prior thereto;-

7.2.1 the other party consents in writing to such assignment, transfer or succession;

7.2.2 all amounts outstanding have been fully paid;

7.2.3 the proposed transferee or assignee has agreed in writing to the other to be bound by all the provisions hereof.

## **8. DISPUTES RESOLUTION**

8.1 The parties herein will make every effort to resolve amicably by informal negotiations any disagreement or dispute arising between them under or in connection with this agreement;

8.2 If the parties have been unable to reach to an amicable resolution, any party may seek redress before a competent court of law within the United Republic of Tanzania.

## **9. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of Tanzania.

**10. COSTS**

Both Parties shall bear their own costs and expenses including legal fees and other expenses excluding Payment of stamp duty which shall be paid by the Lessee.

**IN WITNESS WHEREOF** the Lessor and the Lessee have duly executed their presents in the manner and on the respective dates hereinafter appearing:

**SIGNED and DELIVERED** at Mwanza by the Said **LIN YONGZHONG .for MWANZA HONGDA AQUACULTURE COMPANY LIMITED** who is Known to me personally/identified to me by the latter being known to me personally this .....<sup>25<sup>th</sup></sup>..... day of ..... *August* ..... 2023

**LESSOR**



**BOFORE ME.**

Signature : .....  
Name : ..... *Justades Angelo* .....  
Address : ..... *Box 1629 Mwanza* .....  
Designation: ..... *Advocate* .....



**SIGNED** and **DELIVERED** at Mwanza by the  
Said **LIN XINYAN** for **MWANZA MINHUI**  
**AQUATIC PRODUCTS COMPANY LIMITED** who is  
Known to me personally/identified to me by  
the latter being known to me personally  
this .....<sup>25<sup>th</sup></sup> day of .....<sup>Aug</sup>..... 2023

*Lin Xinyan*

**LESSEE**



**BOFORE ME.**

Signature : .....  
Name : .....<sup>Justades Angelo</sup>  
Address : .....<sup>Box 1629 Mwanza</sup>  
Designation: .....<sup>Advocate</sup>

