

Dated this 30 day of JUNE, 2025

THE LAND ACT (CAP 113 RE 2002)

AND

THE LAND REGISTRATION ACT  
(CAP. 334 R.E 2002)

AGREEMENT FOR SALE OF UNSURVEYED LAND

CONSTITUTING 13.39 ACRES LOCATED AT ILENDEJA AREA

IIHAYABUYAGA VILLAGE, BUKANDWE WARD, MAGU DISTRICT

MWANZA

BETWEEN

EMMANUEL GEORGE KOROSSO

AND

U FRESH FOOD LIMITED

DRAWN BY:  
IPC Legal Advocates,  
6<sup>th</sup> Floor, Rear Wing,  
PSSSF Plaza,  
Kenyatta Road,  
P.O.Box 1629, Mwanza.  
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Certified as True Copy of the Original  
**Monica Kabadi**  
Advocate, Notary Public & Commissioner  
for O.T.  
Sign:   
Date: 6/8/2025





THIS AGREEMENT is made as of the 3rd day of June, 2025

BETWEEN

**EMMANUEL GEORGE KOROSSO** of P.O.Box 2080 Mwanza ( hereinafter referred to as 'the vendor' ) which expression shall where the context so permits include the successors and heirs in title on the one part

AND

**U FRESH FOOD LIMITED** a limited liability company incorporated in the United Republic of Tanzania under the Company's Act CAP 212 of 2002 of P.O.Box 14004 DAR-ES-SALAAM (hereinafter referred to as 'the purchaser') which expression shall where the context so permits include the successors and assigns in title on the other part

**WHEREAS:**

- A. The vendor is the owner of un-surveyed land constituting 13.39 acres located at ILENDEJA area, Ihayabuyaga Village, Bukandwe Ward Magu Mwanza as evidenced in the Land Ownership Certification Document signed by the Kitongoji, Village and Ward Leaders to be read together with this agreement as one together with the fixtures and improvements erected and maintained thereon ( the piece of land together with the fixtures, erections and improvements shall hereinafter be referred to as ' the property' )
- B. The Vendor is desirous and willing to sell the property to the purchaser and the purchaser is desirous and willing to buy the property at the price and on the terms set out below for investment purposes with view that the said property shall be planned, surveyed and allocated to Tanzania Investment Centre (TIC) who shall subsequently lease to the purchaser

**NOW WHEREFORE IN CONSIDERATION** of the mutual covenants and agreements hereinafter set-forth and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Upon and subject to the terms and conditions of this agreement, the vendor as legal and beneficial owner hereby sells to the Purchaser and the Purchaser purchases and acquires the property (the drawing of the look and shape of the property is attached) from the Vendor for Investment purpose at the price set out below.
2. The interest sold in the property is the vendor's right of ownership of the property from the Government of the united Republic of Tanzania

*Handwritten signature*

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Advocate, Notary Public & Commissioner  
for Oa  
Sign:   
Date: 6/8/2025

*Handwritten signature*

3. The purchase price of the property is Tanzania Shillings Three Hundred Six Million Only (Tshs 306,000,000/=).
4. The purchaser agrees to pay the Vendor the purchase price in Two installments of Tshs 200,000,000/= (Two Hundred Million) Only immediately upon signing and executing this agreement and the remaining balance of Tshs 106,000,000/= (Tanzania Shillings One Hundred Six Million Only) upon issuance of Land Form number 1 by the Assistant Land Commissioner to Tanzania Investment Centre. Both instalments shall be paid into the Vendors account Number 01J2453632700 maintained with CRDB Bank
5. Upon payment of the first installment in clause 4 above, the vendor shall transfer ownership on the property to the purchaser and the purchaser shall, therefrom, be the legal owner with rights to planning, surveying, acquiring title from the government as per the Investment law and developing the property in line with the Purchaser's intended business purposes
6. The property sold is neither mortgaged nor encumbered in whatever form and the Vendor declares and states that the property is sold free from any mortgages, charges, or any other security interests, restrictions, cautions, overriding interests, inhabitations, equities, quasi- easements, customary use, right of cemeteries, rights of light and all other encumbrances whatsoever. Should there arise any third party claim as a result of the Vendor's breach of this clause and/or clause 7 herein below, the Vendor shall refund to the purchaser the Purchase price together with 20% of the purchase price as compensation
7. The vendor hereby irrevocably and unconditionally represents, warrants and confirms that:
  - (a) There is no dispute in respect of the property, access to the property or its boundaries with the owners of the adjoining properties
  - (b) The property was not used for any public purposes and has not been set aside for any public purpose or to provide any public utilities
  - (c) The vendor is the sole legal and beneficial owner of the property
  - (d) There is no ground or circumstances by virtue of which the sale of the property by the Vendor to the Purchaser can be revoked, cancelled and/or rejected
  - (e) No person has raised any claim or disputed the validity of the ownership of the property by the Vendor and/or the right of any person to occupy and develop the property; and

*Handwritten signature*

  
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**Monica Kabadi**  
Advocate, Notary Public & Commissioner  
for Ombudsman  
Sign:   
Date: 6/8/2025

*Handwritten signature*

(f) No person has raised any claim or dispute against the Vendor the success of which entitles the claimant to proceed against the property

8. The Vendor hereby unconditionally and irrevocably confirms and warrants that all the terms and conditions affecting the property have been complied with and that neither the vendor nor any other person has breached any of the said terms and conditions affecting the property and the Vendor hereby further irrevocably and unconditionally warrants and confirms that he will continue to comply with all the said terms and conditions affecting the property until the date the property is planned, surveyed and titles are issued to Tanzania Investment Centre and the latter issues Derivative right in favour of the purchaser. The Vendor confirms and warrants further that no person other than the Vendor has any right or title to the property and the property has not been and will not be allocated to any other person except as per this agreement
9. Under no circumstances shall either party make any public disclosure about this transaction unless that disclosure is legally mandated
10. The Vendor hereby undertakes to indemnify and keep indemnified the Purchaser against all actions, claims, proceedings, costs and damages and legal costs and other expenses arising out of any breach of the warranties given by the Vendor pursuant to the provisions of this agreement or out of any claim by a third party based on any facts which if sustained constitutes such a breach.
11. This agreement is limited to the purchase of the property as set forth in this agreement and the Purchaser assumes NO liabilities of whatsoever form against the Vendor
12. Any condition of this agreement which is capable of being performed after but which has not been performed at or before the property is planned, Surveyed and titles granted to Tanzania Investment Centre and all warranties and indemnities contained in or entered pursuant to this agreement shall remain in full force and effect notwithstanding the closure of the agreement
13. This agreement shall be governed by and construed under and in accordance with the provisions of the Laws of the United Republic of Tanzania
14. Dispute resolution clause: In the event of any dispute, claim, question or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of 30 days, then upon notice by either party to the other, all disputes, claim, question or disagreement shall be determined under the laws and by the court of competent jurisdiction in the United Republic of Tanzania

Verified as True Copy of the Original

**Monica Kabadi**

Advocate, Notary Public & Commissioner

for Oath



Sign: 

Date: 18/2025



15. In the event any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provisions. This agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it

16. No agreement varying, adding to, deleting from or cancelling this agreement and no waiver whether specifically, implicit or by conduct of any right to enforce any term of this agreement, shall be effective unless reduced into writing and signed by or on behalf of the parties.

17. No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future

IN WITNESS WHEREOF this agreement is hereby dully executed and sealed by the parties hereto as of the day and year first hereinbefore written

**THE VENDOR**

SIGNED and DELIVERED at MWANZA by the said )  
EMMANUEL GEORGE KOROSSO who is known to )  
me/identified to me by...<sup>EMMANUEL GEORGE KOROSSO</sup>...the latter )  
being known to me this ...<sup>3<sup>rd</sup></sup>... day of JUNE, 2025)

Before:  
Signature : .....  
Name : ..... Justus Angelo .....  
Address : ..... Box 1629 MZA .....  
Designation : ..... Advocate .....

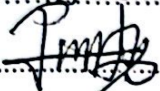


  
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**Monica Kabadi**  
Advocate, Notary Public & Commissioner  
for Oaths  
Sign: .....  
Date: 18/06/2025

**THE PURCHASER**

SEALED with the COMMON SEAL of the said)  
U FRESH FOOD LIMITED )  
and DELIVERED at MWANZA in our presence)  
this 31<sup>st</sup> day of JUNE, 2025 )

SEAL

Signature :  .....

Name : CHEN JIANYONG .....

Address : Box 14004 DSM .....

Designation : DIRECTOR .....

Signature :  .....

Name : CHEN HUA .....

Address : Box 14004 DSM .....

Designation : GENERAL MANAGER .....




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**Monica Kabadi**

Advocate, Notary Public & Commissioner



for Date: 

Sign: 

Date: 4/8/2025

**ADDENDUM TO AGREEMENT FOR SALE OF LAND**

**THIS AGREEMENT** is made the 1<sup>st</sup> day of Aug 2025

**BETWEEN**

**EMMANUAL GEORGE KOROSSO** of P.O. Box 2080 Mwanza  
(hereinafter referred to as "the seller"

**AND**

**U FRESH FOOD LIMITED** a Limited Liability Company incorporated in  
the United Republic of Tanzania under the Company's Act CAP 212 of  
2002 of P.O.Box 14004 Dar-Es-Salaam (hereinafter referred to as "the  
purchaser") on the hand

**WHEREAS** the seller entered into an agreement (hereinafter referred  
to as "the main agreement") for sale of land (hereinafter referred to as  
"the property") with the purchaser

**WHEREAS** the seller has Surveyed, designated the property for  
Industrial purpose and the property is now Plot Number 1 Block 16U  
IHAYABUYAGA Magu Mwanza with Registered Plan number  
MWZS00000023

**NOW WHEREFOR** this addendum witnesses as follows:

1. That **WHEREVER** in the main agreement is mentioned "the  
Property" shall by this addendum refer to Plot Number 1 Block  
"16U" IHAYABUYAGA Magu Mwanza

  
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**Monica Kabadi**  
Advocate, Notary Public & Commissioner  
for Oath  
Sign:   
Date: 1/8/2025

2. This addendum shall be read together with the main agreement and the same shall be taken as the seller's transfer of ownership on Plot Number 1 Block "16U" Ihayabuyaga Magu Mwanza to the purchaser

3. Unless as amended by this addendum, the main agreement shall remain unaltered.

**IN WITNESS WHEREOF** this Agreement has been executed the day and Year first hereinbefore written




**SIGNED by EMMANUEL GEORGE KOROSSO**

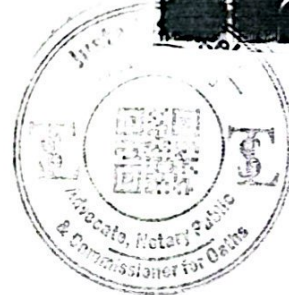
Who is known to me/identified to me by \_\_\_\_\_ )  
.....<sup>1st</sup> this.....<sup>1st</sup> day of Aug., 2025)

Before me:

Name: Justus Angelo

Signature: 

Qualification: Advocate



  
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**Monica Kabadi**  
Advocate, Notary Public & Commissioner  
for Oaths  
Sign:   
Date: 18/08/2025

SEALED with the Common Seal )  
of U FRESH FOOD LIMITED)  
in the presence of )

Name: CHEN JIANYONG.....

Signature: [Handwritten Signature].....

Address: Box 14004 Dsm.....

**DIRECTOR**

Name: CHEN HUA.....

Signature: [Handwritten Signature].....

Address: Box 14004 Dsm.....

Drawn by:  
IPC Legal Advocates,  
6<sup>th</sup> Floor, Rear Wing,  
PSSSFPlaza,  
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**Monica Kabadi**  
Advocate, Notary Public & Commissioner  
for Ombudsman  
Sign: [Handwritten Signature]  
Date: 11/12/2025



**JAMHURI YA MUUNGANO WA TANZANIA  
OFISI YA RAIS,  
TAWALA ZA MIKOA NA SERIKALI ZA MITAA  
HALMASHAURI YA WILAYA YA MAGU**



**Kumb. Na.LD/MG/7852/10**

**Date: 06 August, 2025.**

**Kamishna wa Ardhi msaidizi,  
Mkoa wa Mwanza,  
S.L.P. 668,  
Mwanza.**

**YAH MAOMBI YA KAMPUNI YA U FRESH FOOD LIMITED  
KUPEWA HATI MILIKI ISIYO YA ASILI KWA KIWANJA NAMBA 1 KITALU  
"16U" IHAYABUYAGA HALMASHAURI YA WILAYA MAGU CHINI YA  
KITUO CHA TAIFA CHA UWEKEZAJI (TIC).**

Tafadhali husika na mada tajwa hapo juu.

Napenda kukufahamisha kuwa, tumepokea maombi ya kumilikisha kiwanja tajwa hapo juu toka kwa kampuni ya kigeni iliyosajiliwa kwa jina la **U FRESH FOOD LIMITED** wa S.L.P 14004 Dar es Salaam. **U FRESH FOOD LIMITED**, ni kampuni ya kigeni iliyosajiliwa chini ya sheria ya makampuni, (Companies Act, 2002).

Baada ya kupokea maombi hayo tulifanya ukaguzi kwenye eneo husika ili kujiridhisha juu ya uhalali wa waombaji na kuthibitisha kama eneo husika halina mgogoro wa ardhi au miingiliano yoyote baina ya majirani zake.

Hivyo baada ya kufanya ukaguzi tumebaini kuwa kiwanja tajwa kimepangiwa matumizi ya kiwanda, kwa Mchoro wa Mipango Miji wenye namba **14/MG/116/092016** wa mwaka 2016. Baada ya kuidhinishwa kwa mchoro wa Mipango Miji, ulifanyika upimaji na baada ya upimaji kuidhinishwa, ulisajiliwa kwa namba **MWZSP00000023** tarehe **23/07/2025** na kwa mujibu wa mchoro huo kiwanja hiki kina ukubwa wa mita za mraba 51,503 sawa na ekari 12.73.

Vilevile baada ya ukaguzi tulijiridhisha kwenye site na kwenye nyaraka zetu za ofisini, lakini pia tumepata taarifa toka kwa viongozi wa mtaa na majirani

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Halmashauri ya Wilaya ya Magu  
P.O. Box 200 Magu, Simu. Na. Nukushi Na. 028-2530002, Email: [ded@magudc.go.tz](mailto:ded@magudc.go.tz)  
Tovuti: [www.magudc.go.tz](http://www.magudc.go.tz)

wanaozunguka eneo hili kuwa kiwanja hiki hakina mgogoro wowote wala miingiliano yoyote baina ya majirani zake.

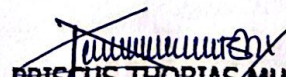
Aidha, waombaji ni wamiliki sahihi na wamefwata taratibu zote za manunuzi ya ardhi ikiwa ni pamoja na kuwashirikisha viongozi wa eneo husika.

Kampuni ya **U FRESH FOOD LIMITED** ilipata ardhi hii baada ya kununua toka kwa **EMMANUEL GEORGE KOROSSO** wa S.L.P 2080 Mwanza.

Kwa barua hii, na kwa kuwa kampuni hii ni kampuni ya kigeni, ninawatambulisha kwako, ili eneo husika liweze kutangazwa kuwa ni eneo la uwekezaji kwa mujibu wa fomu ya ardhi namba moja na baadaye maombi haya yaweze kujadiliwa kwenye kamati ya Taifa ya ugawaji wa ardhi ili kampuni husika iweze kumilikishwa na kupewa hati miliki isiyo ya asili chini ya kituo cha Taifa cha uwekezaji (TIC)

Pamoja na barua hii ninaambatanisha nakala ya barua ya maombi ya kumilikishwa, cheti cha usajili wa kampuni, nakala ya mikataba wa mauziano, mchoro wa Mipango Miji, Ramani ya upimaji na fomu ya ukaguzi wa mipaka iliyoshuhudiwa na uongozi wa serikali ya mtaa kwa hatua stahiki.

Naomba kuwasilisha.

  
**PRISCUS THOBIAS MUSHI,**  
**AFISA ARDHI MTEULE,**  
**WILAYA YA MAGU.**

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Halmashauri ya Wilaya ya Magu  
P.o. Box 200 Magu, Simu. Na. Nukushi Na. 028-2530002, Email: [ded@magudc.go.tz](mailto:ded@magudc.go.tz)  
Tovuti: [www.magudc.go.tz](http://www.magudc.go.tz)