



JAMHURI YA MUUNGANO WA TANZANIA
OFISI YA RAIS
TAWALA ZA MIKOA NA SERIKALI ZA MITAA
HALMASHAURI YA WILAYA YA MISUNGWI



Ofisi ya Mkurugenzi Mtendaji (W),
S.L.P. 20,
810 BR. SHINYANGA.
33582 IGOKELO, MISUNGWI, MWANZA.

Simu: 255-732980745
Nukushi: 255 732980745
Barua Pepe: ded@misungwidc.go.tz
Tovuti: www.misungwidc.go.tz

KumNa.MZA/MDC/R.20/6

09.03.2026

Kamishna Msaidizi
Mkoa wa Mwanza
S.L.P.668
Mwanza.

YAH: MAOMBI YA KAMPUNI YA HUAYA AQUACULTURE COMPANY LIMITED KUPEWA HATI MILIKI ISIYO YA ASILI KWA VIWANJA 117 NA 118 KITALU '16AB' ISAMILO, WILAYA YA MISUNGWI, CHINI YA KITUO CHA TAIFA CHA UWEKEZAJI (TIC)

Tafadhali husika na mada tajwa hapo juu.

Napenda kukufahamisha kuwa, tumepokea maombi ya kumilikishwa viwanja tajwa hapo juu kwa barua ya tarehe 03/03/2026 toka kwa kampuni ya kigeni iliyosajiliwa kwa jina la **HUAYA AQUACULTURE COMPANY LIMITED** wa S.L.P 6482 MWANZA. **HUAYA AQUACULTURE COMPANY LIMITED** ni kampuni ya kigeni iliyosajiliwa chini ya sheria ya makampuni (Companies Act, 2002) yenye usajili namba **191573137** ya tarehe **05/12/2026**. Kampuni hii inajishughulisha na biashara ya ufugaji na uuzaji wa samaki ndani ya nchi.

Awali eneo husika lilikuwa shamba lenye ukubwa wa ekari 20 lililouzwa kwa bei ya Tshs million 700 kwa kampuni husika kutoka Ally Mselem Mbariki mnamo tarehe 08/12/2025.

Kwa sasa eneo halina mgogoro wowote na tayari upimaji umefanyika na ramani imetoka yenye usajili namba **MWZSP00000300**, kwa matumizi ya shamba mji (urban farm) kama inavyosomeka katika mchoro wa mipangomiji uliosajiliwa kwa usajili namba **MWA/04/009/2026** ya mwaka 2026.

Ofisi imejiridhisha kuwa mchakato wote wa kupata eneo, kupanga na kupima umefuata taratibu zote za kisheria huku ukizingatia haki na kuhusisha kikamilifu pande zote zinazohusika ikiwemo Serikali ya Kijiji ya eneo husika.

Kwa barua hii, na kwa kuwa kampuni hii ni ya kigeni, ninawatambulisha kwako ili viwanja husika liweze kutangazwa kuwa ni eneo la uwekezaji kwa mujibu ya sheria ya Ardhi no 4 ya mwaka 1999 kwa kutoa fomu namba 1 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 uwekezaji (TIC).

Pamoja na barua hii, ninaambatanisha nakala ya barua yao ya maombi ya kumilikishwa, cheti cha usajili wa kampuni, nakala ya mkataba wa mauziano, nakala ya mchoro wa mipangomiji, nakala ya ramani ya upimaji, nakala ya vitambulisho vya wakurugenzi na nakala ya memorandum of Association kwa hatua stahiki.

Nakutakia utekelezaji mwema.

AUTHORIZED LAND OFFICER
P. O. BOX 20
SIG. 
Christina Moshia
K.n.y. Mkurugenzi Mtendaji (W)
MISUNGWI

Dated this^{08th}..... day of^{DECEMBER}....., 2025

THE VLLAGE LAND ACT (CAP 114 RE 2002)

AND

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

AGREEMENT FOR SALE OF UNSURVEYED LAND

AREA WITH 20 ACRES LOCATED AT ISEGENG'HE AREA,
KALULUMA VILLAGE, IDETEMYA WARD , MISUNGWI DISTRICT
MWANZA.

BETWEEN

ALLY MSELEM MBARIKI

AND

HUAYA AQUACULTURE COMPANY LIMITED

DRAWN BY:
IPC Legal Advocates,
6th Floor, Rear Wing,
PSSSF Plaza,
Kenyatta Road,
P.O.Box 1629, Mwanza.
Web. www.ipclegal.co.tz
Email. info@ipclegal.co.tz

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THIS AGREEMENT is made as of the ^{08th} day of ^{DECEMBER} 2025

BETWEEN

ALLY MSELEM MBARIKI of Phone No. 0689 911 926 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

HUAYA AQUACULTURE COMPANY 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 1629 MWANZA (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

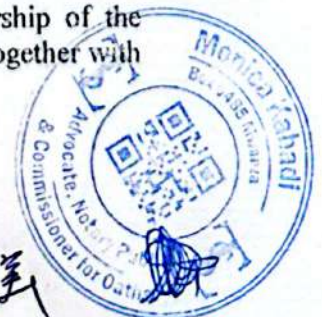
WHEREAS:

- A. The vendors is the recognized legal owner of all Land known with the 20 Acres located At Isegeng'he area, Kaluluma Village, Idetemya Ward, Misungwi District Mwanza Region customarily owned together with the fixtures and improvements erected and maintained thereon for purposes of fish farming business (the said piece of land together with the fixtures, erections and improvements shall hereinafter collectively be referred to as 'the property') whose location and neighborhood is specified in the **udhibitisho wa umiliki wa ardhi** attached to this agreement as Annex A dully signed and stamped by the Cell, Village, Ward leaders
- 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 be at the buyer's costs, surveyed and allocated to Tanzania Investment and Special Economic Zones Authority (TISEZA) who shall subsequently lease to the purchaser

WHEREFORE IN CONSIDERATION of the mutual covenants and agreements hereinafter setforth and other good and valuable consideration 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 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 together with

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all developments made thereon the purpose of which is to support fish farming business

3. The purchase price of the property is Tanzania Shillings Seven Hundred Million Only (Tshs.700,000,000)
4. The purchaser shall pay the Vendor the purchase price in clause 3 above in three installments as follows :
 - a) The first Installment of Tshs. 100,000,000/= upon signing of the agreement
 - b) The second Installment of Tshs. 300,000,000/= upon felting survey Plan
 - c) The third Installment of Tshs. 300,000,000/= upon obtaining of land form No.1

For purposes of this clause the Vendors account are:

Name: ALLY MSELEM MBARIKI
A/N: 01J2060208000
Bank details: CRDB BANK
Branch: NYERERE
Swift code:

5. The Vendor is hereby sale all the land and fixture affixed therein including two houses, 15 fish ponds and the transformer.
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, rights of light and all other encumbrances whatsoever.
7. Any land rent and property tax as of the date of signing this agreement and Capital Gain Tax, Stamp duty, notification and approval fee, fee for obtaining Title under Tanzania Investment and Special Economic Zones Authority (TISEZA) and the subsequent Derivative Right shall be for the account of the purchaser.
9. 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

[Handwritten signatures]



- (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 grant of the property to the Vendor and/or the right of any person to occupy and develop the property; and
- (f) No person has raised any claim or dispute against the Vendor the success of which entitles the claimant to proceed against the property
10. 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 she will continue to comply with all the said terms and conditions affecting the property until the date titles are issued to Tanzania Investment and Special Economic Zones Authority (TISEZA) and the latter issues Derivative right in favor 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.
11. Without prejudice to any of the purchaser's other rights under this agreement, if it comes to the knowledge of the Purchaser prior to the delivery of Capital Gain Clearance Certificate by the vendor to the purchaser that any fact is inconsistent with the warranty given by the vendor pursuant to the provisions of clauses 9 and 10 above or which may cause the said warranties to be untrue, misleading or breached, the Purchaser shall be entitled to rescind this agreement and upon rescission the Vendor hereby agrees to reinstate the purchaser to original position.
12. Under no circumstances shall either party make any public disclosure about the transaction prior to the closing date unless that disclosure is legally mandated
13. 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.

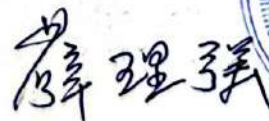
林强 - 薛理强



14. 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
15. Any condition of this agreement which is capable of being performed after but which has not been performed and/or 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
16. This agreement shall be governed, construed under and in accordance with the provisions of the Laws of the United Republic of Tanzania
17. 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 of the United Republic of Tanzania
18. 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
19. 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.
20. 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 by the said ALLY MSELEM MBARIKI who is known to me personally/identified to me by ELIUSA MARIWE

the latter being known to me personally in my presence this... 03th ... day of ... DECEMBER ... 2025.

Handwritten signature



SIGNATURE:
POSTAL ADDRESS: 6485 Mwanza
QUALIFICATION: ADVOCATE

THE PURCHASER

SEALED with the COMMON SEAL of the said) HUAYA AQUACULTURE COMPANY) LIMITED and DELIVERED at MWANZA in) our presence this... 03th ... day of ... December ... 2025)

SEAL

Signature : *林学*
Name : LIN XING
Address : P. O Box 1629, Mwanza
Designation : DIRECTOR

Signature : *薛理强*
Name : XUE Li Qiang
Address : P. O Box 1629, Mwanza
Designation : DIRECTOR

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Handwritten signature



ADDENDUM TO AGREEMENT FOR SALE OF LAND

THIS AGREEMENT is made the day of 2026

BETWEEN

ALLY MSELEM MBARIKI of Phone Number 0689 911 926 Mwanza
(hereinafter referred to as "the seller")

AND

HUAYA AQUACULTURE COMPANY 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 1629 Mwanza hereinafter
referred to as "the purchaser") on the other 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 117 -118 Block
16AB ISAMILO Misungwi District Mwanza with Registered Plan number
MWZSP00000300 of 24th February 2026,

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 117-118
Block "16AB" ISAMILO Misungwi District Mwanza



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 117-118 Block "16AB" ISAMILO Misungwi District 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 **ALLY MSELEM MBARIKI**

Who is known to me/identified to me by
.....^{25th}.....this ^{25th} day of ^{Febr.}.....2026)

Before me:

Name: Justus Angelo

Signature: [Handwritten Signature]

Qualification: Advocate

[Handwritten Signature]



SEALED with the Common Seal)
of **HUAYA AQUACULTURE COMPANY LIMITED**)
on the 25th Day of February, 2026)
in the presence of)



Name: Lin Long Bin

Signature: 林LONG斌

Address: Box 1629 Mwanza

DIRECTOR

Name: xue Li Jiang

Signature: 薛理强

Address:

Drawn by:
IPC Legal Advocates,
6th Floor, Rear Wing,
PSSSFPlaza,
Kenyatta Road,
P.O.Box 1629,
Mwanza.
Web: www.ipclegal.co.tz
Email: info@ipclegal.co.tz