



JAMHURI YA MUUNGANO WA TANZANIA



OFISI YA RAIS
TAWALA ZA MIKOA NA SERIKALI ZA MITAA
HALMASHAURI YA WILAYA BAGAMOYO

Kumb:Na. TC/L.30/13/VOL1/54

10/02/2026

TANZANIA INVESTMENT AND SPECIAL
ECONOMIC ZONE AUTHORITY
PLOT NO 9A & B
SHABAAN ROBERT STREET
S.L.P 938
11410- DAR ES SALAAM

**YAH: UMILIKI WA ARDHI ISIYO PIMWA YENYE EKARI 150 KILICHOPO KIJJI
CHA KINGANI - WILAYA YA BAGAMOYO – MKOA WA PWANI**

Somo tajwa hapo juu la husika,

2. Ardhi tajwa hapo juu inamilikiwa na **Hassani Mrisho Digelile**, ikiwa na jumla ya ekari 150, iliyopo Kijiji cha Kingani, Wilaya ya Bagamoyo. Ardhi hiyo haina mgogoro wowote na imepangishwa kwa **TANFRESH AQUATIC COMPANY LIMITED** kwa ajili ya kuendesha shughuli zake za kibiashara. Hata hivyo, wahusika hao wawili tayari wamesaini makubaliano ya awali kwa nia ya kukamilisha mchakato wa ununuzi mara baada ya upimaji wa ardhi kukamilika.

3. Ardhi hiyo ya kijiji imepangwa kwa matumizi ya shughuli za kilimo kulingana na matakwa ya mipango, na kwa sasa hakuna mgogoro wowote uliowasilishwa katika ofisi yetu kuhusiana na shamba hilo.

4. Kwa kuwa kampuni hiyo ni kampuni ya kigeni, kulingana na mahitaji ya sheria linapokuja suala la umiliki wa ardhi, hapa ninawasilisha kampuni hii kwa ofisi yako nzuri ili kutimiza mahitaji.

Nawasilisha,

.....
FURAHA MWAKAPALILA
KNY: MKURUGENZI MTENDAJI
HALMASHAURI YA WILAYA BAGAMOYO

MKURUGENZI MTENDAJI WILAYA
BAGAMOYO

NAKALA KWA;

TANFRESH AQUATIC COMPANY LIMITED

S.L.P 19867

DAR ES SALAAM

LEASE AGREEMENT

BETWEEN

TANFRESH AQUATIC COMPANY LIMITED

AND

HASSANI MRISHO DIGELILE

**IN RELATION TO UNSURVEYED LAND OF 150 ACRES, LOCATED AT
KINGANI VILLAGE, BAGAMOYO DISTRICT – COASTAL REGION.**

LEASE AGREEMENT

This Lease agreement is made on the 10th day of January 2026

Between

Hassani Mrisho Digelile of Kingani Village, Bagamoyo, Coastal Region (hereinafter referred to as "the Lessor") of the one part.

AND

Tanfresh Aquatic Company Limited of Kisutu Street, Bagamoyo District, Coastal Region (hereinafter referred to as "the Lessee") of the other part,

WHEREAS

- a. The Lessor is the lawful owner of Unsurveyed Land measuring approximately **One Hundred Fifty (150) Acres** located at **Kingani Village, Bagamoyo District, Coast Region, United Republic of Tanzania** (the "Premises"), together with all rights of way, easements, and appurtenances belonging thereto;
- b. The Lessee is willing to take the demised premises on lease at the rent mentioned hereinabove and, on the terms, and conditions hereinafter mentioned.

NOW THIS LEASE AGREEMENT WITNESSETH as follows:

1. The Lessor hereby demises into the Lessee the demised premises together with all fixtures and fittings for a period of one (5) years beginning from 10TH JANUARY 2026 and ending on 9th JANUARY 2031 at the rent of Three Hundred thousand Tshs 300,000/= per month inclusive of withholding tax payable as follows:
 - a) The first payment shall be 3months' rent payable within seven (7) days prior to the date of commencement of this agreement.
 - b) The rest of the rent shall be paid in advance after the expiry of the first (3) months period as specified in paragraph 1 (a) hereinabove **PROVIDED THAT** the rent shall be paid within seven (7) days prior to the expiry of the preceding installment.
2. This Lease Agreement may be subject to renewal after the expiry of the term herein reserved upon one (1) months' notice being issued by the party intending to renew it and if the other part agrees on it.

LESSEE'S CONVENANTS

- a. The lessee shall pay the said consideration in the said consideration manner and those provided by the laws of the United Republic of Tanzania for the success of his business;
- b. The lessee shall apply and obtain necessary permits and licenses from the relevant authorities for operating their activities in the said property and other related business;
- c. Not to sublease, sublet or transfer, in any manner whatsoever, the land, or any part thereof, without the written consent of the lesser to be obtained in their general meeting duly convened however the consent shall not be unreasonably withheld;
- d. The Lessee shall always keep the landed property in good condition including environmental control. Upon termination or end of this contract the Lessee shall hand over the property to the Lessor in a good environmental condition as it were, except for reasonable change in land;
- e. The Lessee shall not use the property for any other purpose save for that which has been approved in terms of this agreement and as provided by law of Tanzania. Where wish to use the property for any other reasons purposes than the agreed must seek prior written approval from the Lessor, however an approval shall not be unreasonably withheld;

UTILITIES

- a. The Lessee shall be solely responsible for payment of electricity, water bills install and use at her own expenses a back-up silent power generator, telecommunication system, security devices and water reservoirs generally the lessee undertake to pay all other bills connected with her business in the property used.

CESSATION OF THE AGREEMENT

- 1) Notwithstanding the provisions in this agreement, the tenure of this Lease Agreement is for a period of One year otherwise agreed by both parties in writing and reviewed by giving the other party a reasonable notice of thirty (30) days. This agreement shall commence from the date of signing;
- 2) At the end of this period, the lessee shall vacate the property and surrender vacant possession of the property to the Lessor as it was given, in a boom clean environmental condition. However, all immovable fixtures of a permanent nature, whose removal may cause damage to the environment, shall devolve to the Lessor on upon lapse of this agreement,
- 3) Either party can terminate this agreement by giving one (01) months written notice.

ALTERATIONS AND ADDITIONS

1. The Lessor here by authorizes the Lessee to build and make any improvements in the said property as may be deemed necessary to suit the business of the Lessee. However prior to written approval from the Lessor for any improvements must be sought and obtained;
2. The lessor here by authorizes the Lessee to attach fixtures, signs, insignia and advertisements within the property, provided the same shall not be detrimental to or in consistent with the terms of this Agreement or otherwise infringes the rights of neighboring premises. Such fixtures, signs, insignia and advertisement intended to advance or to boost the purposes for which the property is to be used shall remain the property of the Lessee and may on termination of this Agreement be removed or otherwise sold to the Lessor.

FORCE MAJEURE

1. No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.
2. Any Party asserting Force Majeure as an excuse shall have burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that prudent precautions could be contemplated.

ASSIGNABILITY

The Lessee shall not assign, sub-let, or transfer or hand-over the property or part thereof to anybody without the express written consent of the Lessor, however the consent shall not be unreasonably withheld.

DISPUTE-SETTLEMENT CLAUSE

Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties therein, failing which the matter will be referred to Arbitration as provided for by the Arbitration Act (Cap 15 of the Laws) or in any Arbitration mode as shall be agreed upon by the parties herein.

TERMINATION

- (a) The Lessor shall be entitled to terminate this agreement by giving a one (01) month notice in writing to Lessee, if the latter is incapable of meeting her covenants;

(b) Likewise, the Lessee may terminate this agreement by giving a one (01) month notice in writing to the Lessor, should the latter be incapable of meeting any of her covenants.

APPLICABLE LAW

The laws of the United Republic of Tanzania govern this Agreement.

This Agreement has been entered in on the date started at the beginning of its 10th day of JANUARY 2026.

The Landlord

Signature; ... HASSANI

Name; HASSANI MRISHO DIGELILE

Date; 10/01/2026

The Tenant

Signature; ... [Signature]

Name; TANFRESH AQUATIC COMPANY LIMITED

Date; 10/01/2026



The Witness

Signature; ... Kishimba

Name; LYDIA MICHAEL KISHIMBA

Position; Advocate

Date; 10/01/2026



PRE-CONTRACT AGREEMENT

(AGREEMENT TO PURCHASE LAND)

This **Pre-Contract Agreement** ("Agreement") is made and entered into on this 04th day of February 2026

BETWEEN

HASSANI MRISHO DIGELILE.

of P.O. Box _____, _____, Tanzania,

Holder of National ID No. _____,

(hereinafter referred to as the "Seller"),

AND

TANFRESH AQUATIC COMPANY LIMITED,

of P.O. Box _____, _____, Tanzania,

(hereinafter referred to as the "Buyer").

The Seller and Buyer are hereinafter collectively referred to as the "**Parties**".

1. PURPOSE OF THIS AGREEMENT

1.1 The purpose of this Agreement is to set out the **terms and conditions under which the Buyer intends to purchase, and the Seller intends to sell, a parcel of land measuring approximately One Hundred Fifty (150) Acres, located at Kingani Village, Bagamoyo District, Coast Region, United Republic of Tanzania.**

1.2 This Agreement serves as a **preliminary and binding agreement pending completion of due diligence and execution of a formal Sale and Purchase Agreement.**

2. DESCRIPTION OF THE LAND

2.1 The land subject to this Agreement is described as follows:

- **Location:** Kingani Village, Bagamoyo District, Coast Region
- **Approximate Size:** 150 Acres

HASSANI MRISHO DIGELILE

- **Land Category:** Village Land
- **Current Use:** Farm
- **Boundaries:** As per village records and physical inspection

2.2 The land shall be clearly identified through **survey and demarcation** prior to the execution of the final sale agreement.

3. OWNERSHIP AND REPRESENTATIONS

3.1 The Seller represents and warrants that:

- The Seller is the **lawful owner or rightful occupier** of the land;
- The land is **free from encumbrances, disputes, mortgages, charges, or third-party claims**, unless otherwise disclosed in writing;
- The Seller has the **legal capacity and authority** to sell the land.

3.2 The Seller agrees to cooperate fully in obtaining:

- Village Council approval;
- Village Assembly consent;
- Any approvals required under the **Land Act [Cap. 113]** and **Village Land Act [Cap. 114]**.

4. PURCHASE PRICE

4.1 The agreed **purchase price** for the land shall be:

TZS 1,500,000/= (One Million and Five Hundred Thousand Tanzanian Shillings only)

4.2 The purchase price is subject to confirmation after survey and due diligence.

5. DEPOSIT

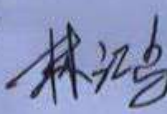
5.1 Upon signing this Agreement, the Buyer shall pay a **refundable/non-refundable deposit** of:

TZS 5,000,000/= Five Million Tanzanian Shillings Only

Paid To NMB Bank Account

21010008650

Mrisho Sultani Abdallah

HASSATI 

5.2 The deposit shall be:

- Deducted from the total purchase price upon completion; or
 - Refunded to the Buyer if the transaction fails due to reasons not attributable to the Buyer.
-

6. DUE DILIGENCE

6.1 The Buyer shall be granted a **due diligence period of Thirty (30) days** from the date of this Agreement to:

- Verify ownership and land status;
- Conduct survey and mapping;
- Confirm village and government approvals;
- Assess suitability for intended use.
- Obtain Consent from the Bagamoyo Municipal

6.2 The Seller shall provide all necessary documents and access to facilitate due diligence.

7. CONDITIONS PRECEDENT

Completion of the transaction is subject to:

- Approval by the **Village Council and Village Assembly**;
 - To granted a access road to the farm for free without any extra charges;
 - Government consent where applicable;
 - Mutual execution of a final Sale and Purchase Agreement.
-

8. OBLIGATION TO EXECUTE FINAL AGREEMENT

8.1 Upon successful completion of due diligence, the Parties agree to execute a **formal Sale and Purchase Agreement**.

8.2 Failure by either Party to proceed without lawful justification shall constitute a **breach of this Agreement**.

9. RISK AND POSSESSION

9.1 Possession of the land shall remain with the Seller until:

- Full payment of the purchase price; and
- Execution of the final sale agreement.

HABIBANI 22/5

9.2 The Seller shall not sell, lease, transfer, or encumber the land during the validity of this Agreement.

10. TERMINATION

10.1 This Agreement may be terminated:

- By mutual written consent;
- If due diligence reveals material defects;
- If required approvals are denied.

10.2 Upon termination, deposits shall be handled in accordance with Clause 5.

11. GOVERNING LAW

11.1 This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

12. DISPUTE RESOLUTION

12.1 Any dispute arising from this Agreement shall be resolved through:

- Amicable negotiation; failing which
 - Arbitration or courts of competent jurisdiction in Tanzania.
-

13. CONFIDENTIALITY

13.1 All information exchanged under this Agreement shall remain confidential unless disclosure is required by law.

14. ENTIRE AGREEMENT

14.1 This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions or representations.

15. SIGNATURES

HASSATI AZIB

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

SELLER

Name: HASSANI SHOMARI DIGELILE

Signature: HASSANI

Date: 04/02/2026

BUYER

TANFRESH AQUATIC TANZANIA COMPANY LIMITED

Name: LIN HONG

Signature: [Signature]

Date: 04/02/2026



WITNESSES

1. Name: HALID M MOHAMED

Signature: [Signature]

Date: 04/02/2026

2. Name: MRISHO SULTANI ABDALLAH

Signature: [Signature]

Date: 04/02/2026

3. Name: LYDIA MICHAEL KISHIMBA

Signature: [Signature]

Date: 04/02/2026

Designation: ADVOCATE



HASSANI [Signature]